Agenda

County of Inyo
Board of Supervisors

Board of Supervisors Room
County Administrative Center
224 North Edwards
Independence, California

All members of the public are encouraged to participate in the discussion of any items on the Agenda. Anyone wishing to speak, please obtain a card from the Board Clerk and indicate each item you would like to discuss. Return the completed card to the Board Clerk before the Board considers the item (s) upon which you wish to speak. You will be allowed to speak about each item before the Board takes action on it.

Any member of the public may also make comments during the scheduled "Public Comment" period on this agenda concerning any subject related to the Board of Supervisors or County Government. No card needs to be submitted in order to speak during the "Public Comment" period.

Public Notices: *(1)* In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (760) 878-0373. (28 CFR 35.102-35.104 ADA Title II). Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting. Should you because of a disability require appropriate alternative formatting of this agenda, please notify the Clerk of the Board 72 hours prior to the meeting to enable the County to make the agenda available in a reasonable alternative format. (Government Code Section 54954.2). *(2)* If a writing, that is a public record relating to an agenda item for an open session of a regular meeting of the Board of Supervisors, is distributed less than 72 hours prior to the meeting, the writing shall be available for public inspection at the Office of the Clerk of the Board of Supervisors, 224 N. Edwards, Independence, California and is available per Government Code § 54957.5(b)(1).
Note: Historically the Board does break for lunch, the timing of a lunch break is made at the discretion of the Chairperson and at the Board's convenience.

December 18, 2012

9:00 a.m. ***INVOCATION*** by Supervisor Richard Cervantes

PLEDGE OF ALLEGIANCE

COMMENT **(Portion of the Agenda when Board takes comment from the public and County staff)**

1. ***PUBLIC COMMENT***

2. ***COUNTY DEPARTMENT REPORTS*** *(Reports limited to two minutes)*

3. ***COUNTY SERVICES YEAR-IN-REVIEW PRESENTATION*** – The County Administrator and All Other County Departments will provide year-end reports to the Board.

CONSENT AGENDA **(Approval recommended by the County Administrator)**

COUNTY ADMINISTRATOR

4. ***Emergency Services*** – Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

5. ***Personnel*** – Request Board designate Monday, February 11, 2013 as the Lincoln's Birthday Holiday for Inyo County.

6. ***Personnel*** – Request approval of Amendment No. 1 to the agreement between the County of Inyo and Susanne Rizo with the following terms: beginning January 1, 2013 through June 30, 2013, Officer will receive 20 paid administrative leave hours to be used by June 30, 2012, and effective July 1, 2013 through June 30, 2014 and every fiscal year thereafter, Officer will receive forty paid administrative hours that must be used that fiscal year and not accrue between fiscal years; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

7. ***Integrated Waste Management*** – Request Board award the bid to and ratify and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc., for waste hauling services, including recycling and other services noted on Attachment A of the Contract, from the Olancha and Keeler Transfer Stations, for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed $86,349.60, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

8. ***Integrated Waste Management*** – Request Board award the bid to and ratify and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc., for waste hauling services, including recycling and other services noted on Attachment A of the Contracts, from the Darwin Transfer Stations, for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed $30,142.80, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

9. ***Information Services*** – Request approval to renew a support services agreement for licensed programs referred to as the JALAN Criminal Justice System from Sungard Public Sector, Inc., for the period of December 1, 2012 through November 20, 2013, in an amount not to exceed $22,037, contingent upon the Board adoption of future budgets; and authorize the Chairperson to sign contingent upon the appropriate signatures being obtained.

HEALTH AND HUMAN SERVICES

10. ***Behavioral Health Services*** - Request approval of the Contract between the County of Inyo and Alpine Counseling Center for the provision of addiction treatment services for the period of January 1, 2013 through December 31, 2013, in an amount not to exceed $20,639, contingent upon the Board's adoption of future budgets; and authorize the Chairperson to sign.

11. ***Eastern Sierra Area Agency on Aging*** - Request Board ratify and approve the Agreement between the County of Inyo and Ombudsman/Advocacy Services of Inyo-Mono, for the period of December 1, 2012 through March 31, 2013, in an amount not to exceed $20,925; and authorize the Chairperson to sign.

12. ***EMS*** – Request Board appoint the following to the Emergency Medical Care Committee to serve two year terms ending December 31, 2014: Mr. Leroy Kritz of the Lone Pine Volunteer Fire Department; Dr. Richard Johnson of the County of Inyo Public Health Department, Mr. Joe Capello of the Independence Volunteer Fire Department, and Ms. Lee Barron of Southern Inyo Hospital. *(Notice of vacancies resulted in requests for appointment being received from Mr. Kritz, Dr. Johnson, Mr. Capello and Ms. Barron).*

13. ***Health Services*** – Request Board ratify and approve the Maternal Child and Adolescent Health (MCAH) Allocation funding between the County of Inyo and California Department of Public Health for the period of July 1, 2012 through June 30, 2013, in the amount of $63,000; and authorize the Chairperson to sign the Agreement Funding Application Policy Compliance and Certification.

PLANNING

14. Request approval of the Letter of Subordination as a Second Lien holder with a loan financed by the HOME Grant Program on the property located at 2251 Early Pond, in Bishop, that is owned by Ian and Shannon Dews.

DEPARTMENTAL **(To be considered at the Board's convenience)**

15. ***AUDITOR-CONTROLLER*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for Account Technician Positions comes from the General Fund, as certified by the Auditor-Controller, and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the positions of Account Technician, the positions could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure qualified applicants apply; C) approve the hiring of one Account Technician I at Range 55 ($2,910 – $3,537) or II at Range 59 ($3,194 – $3,880), or III at Range 63 (43,502 – 44,261) depending upon qualifications; and D) approve the hiring of a second Account Technician I, II, or III if an internal recruitment is successful leaving an additional vacancy.

16. ***AUDITOR-CONTROLLER*** – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for the Assistant Auditor position comes from the General Fund, as certified by the Auditor-Controller, and concurred with by the County Administrator; B) where internal candidates meet the qualifications for the position of Assistant Auditor, the position will be filled through a closed departmental recruitment; and C) approve the hiring of one Assistant Auditor-Controller at a flat salary rate of $6,074.

17. ***ASSESSOR*** - Request approval of Amendment No. 4 to the Contract between the County of Inyo and the firm of Harold W. Bertholf for assessment appeal assistance, extending the ending date of the Contract from December 31, 2012 to June 30, 2013, and increasing the amount of the Contract by $65,000 to an amount not to exceed $240,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

18. ***ASSESSOR*** - Request approval of Amendment No. 2 to the Contract between the County of Inyo and the law firm of Kronick Moskovitz Tiedemann & Girard extending the ending date of the Contract from December 31, 2012 to June 30, 2013, and increasing the amount of the Contract by $60,000 to an amount not to exceed $210,000; and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained.

19. ***CORONER*** – Request Board A) approve the contracts between the County of Inyo and the following for coroner services, for the period of January 1, 2013 through December 31, 2015, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign (a) Central Valley Toxicology, Inc., for toxicology services in an amount not to exceed $12,000; (b) William D. Stinnett for personal services in an amount not to exceed $51,506; (c) Mr. Jason Molinar, for personal services in an amount not to exceed $44,904; Mr. Jeffrey E. Mullenhour for personal services in an amount not to exceed $51,506; and Dr. Milton Jones for Autopsy Services in an amount not to exceed $39,375; and B) amend the FY 2012-13 Coroners Budget Unit 023500 by increasing expenditures in Salaried Employees *(Object Code #5001)* by $1,800, Retirement & Social Security *(Object Code #5021)* by $138, Professional & Special Services *(Object Code #5265)* by $4,212, Travel Expense *(Object Code #5331)* by 4742, and mileage Reimbursement *(Object Code #5332)* by $742; and reduce Contingencies Budget Unit 087100, Contingencies *(Object Code #5901)* by $7,634. *(4/5's vote required.)*

20. ***ASSESSOR – AUDITOR/CONTROLLER – TREASURER/TAX COLLECTOR – COUNTY ADMINISTRATOR – Information Services*** – Request Board B) accept the recommendation of the PTMS Working Group and the Financial Advisory Committee (FAC) and award the PTMS12 bid to Manatron, Inc.; B) approve the Master Agreement for licensed software, hardware and services between the County of Inyo and Manatron, Inc., for the period of January 1, 2012 through December 31, 2021, in an amount not to exceed $1,451,613, contingent upon the Board's adoption of future budgets; and C) authorize the Chairperson to sign the Agreement, contingent upon the appropriate signatures being obtained.

21. ***HEALTH AND HUMAN SERVICES – ESAAA*** – The Board of Supervisors/Eastern Sierra Area Agency on Aging Governing Board will receive and discuss updates regarding current issues affecting the delivery of senior services in Inyo County and the Eastern Sierra encompassed by Public Service Area 16, providing direction as appropriate.

22. ***PUBLIC WORKS – PLANNING*** – Request approval of the Application for CAPP Block Grant funds for projects recommended by staff, in the amount of $185,460 from the Great Basin Unified Air Pollution Control District for Clean Air Projects; and authorize the Interim Public Works Director to sign.

23. ***ROAD DEPARTMENT*** – Request approval of the MOU between the County of Inyo and the County of Mono for snow removal on both upper and lower Rock Creek Roads; and authorize the Interim Public Works Director to sign the agreements.

24. ***PLANNING*** – Request approval of the correspondence to the California Energy Commission in response to the Request for Comments for the Solicitation of Renewable Energy Planning Grants; and authorize the Chairperson to sign.

25. ***ROAD DEPARTMENT*** – Request Board conduct a workshop to discuss the Roadeater" flooding disaster of August 12, 2012.

26. ***COUNTY ADMINISTRATOR*** – Request Board discuss and consider Staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

27. ***COUNTY ADMINISTRATOR – Integrated Waste Management*** – Request Board A) approve the job description for Integrated Waste Management Program Superintendent and Senior Integrated Waste Management Program Superintendent; B) amend the authorized strength by deleting one Managing Landfill Engineer at Range 80 ($5,364 – $6,522) and adding one Integrated Waste Management Program Superintendent position at Range 78 ($4,997 - $6,074); and C) find that consistent with the adopted Authorized Position Review Policy: (a) the availability of funding for the Integrated Waste Management Program Superintendent comes from a Non-General Fund department, as certified by the County Administrator, and concurred with by the Auditor-Controller; (b) where internal candidates meet the qualifications for the position Integrated Waste Management Program Superintendent, the position could possibly be filled through an internal recruitment, however an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and (c) approve the hiring of one Integrated Waste Management Program Superintendent, at Range 78 ($4,997 - $6,074) ,574) – Request Board find that consistent with the adopted Authorized Position Review Policy: A) the availability of funding for a Health and Human Services Supervisor position exists, as certified by the Director of Health and Human Services, and concurred with by the County Administrator and the Auditor-Controller; B) where internal candidates meet the qualifications for the position of Health and Human Services Supervisor, the position could possibly be filled through an internal recruitment, however an open recruitment would be more appropriate to ensure a sufficient number of qualified applicants apply; if one is not found on an existing list; and C) approve the hiring of one Health and Human Services Supervisor, at Range 66 ($3,757 – $4,574).

28. ***CLERK OF THE BOARD*** – Request approval of the minutes of the December 4, 2012 Board of Supervisors Meeting.

TIMED ITEMS (Items will not be considered before scheduled time)

11:15 a.m. 29. ***PLANNING*** – Request Board A) conduct a ***public hearing*** on an ordinance titled "Ordinance of the Board of Supervisors of the county of Inyo, State of California, Amending Sections 18.30.050, 18.33.040, 18.36.060 and 18.78.130 of the Inyo County Code" to clarify that home occupations are permitted as accessory uses consistently in all Residential Rural Residential and Open Space zones and amends the Home Occupations standards to be consistent with the California Home Foods Act and goals of the Inyo County General Plan; B) approve a resolution making certain findings with respect to and approving Zone Reclassification No. 2012-05 (Inyo County) – Home Occupations and Cottage Food Operations; and C) waive the first reading of the ordinance and schedule the enactment for 11:15 a.m., Tuesday, January 8, 2012, in the Board of Supervisors Room, at the County Administrative Center, in Independence.

11:30 a.m. 30. ***ENVIRONMENTAL HEALTH*** – Request Board enact an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Repealing Inyo County Ordinance Number 1132, Repealing Chapter 7.52 of the Inyo County Code and Enacting a New Chapter 7.52 of That Code Relating to Service and Permit Fees of the Inyo County Department of Environmental Health Services;" which will modify the Environmental Health Services fee schedule in water laboratory and retail food fees as pertains to community events, temporary good facilities and the newly established cottage food industry and provide for annual 3% adjustments to the fees.

31. ***HEALTH AND HUMAN SERVICES – Mental Health Services*** – Request Board enact an ordinance titled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, Revising Inyo County Community Mental Health Services Fees," that will repeal current Ordinance No. 1051.

CORRESPONDENCE - ACTION

BOARD MEMBERS AND STAFF REPORTS

COMMENT **(Portion of the Agenda when the Board takes comment from the public and County staff)**

32. ***PUBLIC COMMENT***

CLOSED SESSION

33. ***CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to Government Code §54956.9(b)(3)]*** – significant exposure to potential litigation (one case).

34. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *Coso Finance Partners, Coso Energy Developers, and Coso Power Developers v. Thomas W. Lanshaw, Inyo County Assessor,* Inyo County Superior Court case No. SICVPT 12-54571.

35. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** - *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821.

36. ***CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code §54956.9(a)]*** – *Prominent Systems, Inc., a California Corporation, v. Eastern Sierra Engineering, P.C., a Nevada Corporation; County of Inyo, a political subdivision of the State of California*, United States District Court for the Central District of California CV12-09083.

37. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

38. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

39. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators:Labor Relations Administrator Sue Dishion.

40. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

41. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

42. ***CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6].*** - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

REPORT ON CLOSED SESSION AS REQUIRED BY LAW

CORRESPONDENCE - INFORMATIONAL

For Clerk's Use Only:
AGENDA NUMBER

4

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 18, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board continue the local emergency as a result of the Inyo Complex Oak Creek Mud Flows.

SUMMARY DISCUSSION: - During your August 5, 2008 Board of Supervisors meeting your Board took action to continue the local emergency, which was a result of the Inyo Complex Oak Creek Mud Flows. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a week-to-week basis. The recommendation is that the emergency be continued until the permanent diversions are in place. LADWP has notified your Board that the completion of the project is expected for sometime this fall. Therefore, it is recommended that your Board continue the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

5

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin Carunchio, County Administrator

FOR THE BOARD MEETING OF: **December 18, 2012**

SUBJECT: February 12, 2013 - Lincoln's Birthday Holiday

DEPARTMENTAL RECOMMENDATION:

Request Board designate Monday, February 11, 2013 as the Lincoln's Birthday Holiday for the County of Inyo.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

This change is being recommended to provide for a Monday holiday. This allows the employees to have a three-day weekend. It will also provide consistent workflow with no office closure mid-week.

ALTERNATIVES:

Not approve and holiday will be on Tuesday, February 12, 2013.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

N/A

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12-10-2012

For Clerk's Use Only:
AGENDA NUMBER
6

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator - Personnel

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: AMENDMENT TO PERSONAL SERVICES CONTRACT

DEPARTMENTAL RECOMMENDATION:
Request Board approve Amendment Number 1 to the Agreement between County of Inyo and Susanne Rizo with the following terms. Beginning January 1, 2013, through June 30, 2013, Officer will receive 20 paid administrative leave hours to be used by June 30, 2012, and effective July 1, 2013 through June 30, 2014 and every fiscal year thereafter, Officer will receive forty paid administrative hours, that must be used that fiscal year and not accrue between fiscal years, and authorize the Chairperson to sign.

SUMMARY DISCUSSION:
At the conclusion of the performance evaluation and negotiations, your Board directed Staff to prepare this amendment to provide forty hours of paid administrative leave per year. This amendment authorizes twenty paid administrative leave hours for the period of January 1, 2013, through June 30, 2013, and forty administrative leave hours for the period July 1, 2013 through June 30, 2014, and every fiscal year thereafter. The administrative leave must be used in the year in which it is accrued and cannot be rolled over or cashed-out. This amendment is presented to your Board for final consideration and action.

ALTERNATIVES:
Your Board could choose to not approve this amendment and re-negotiate the terms and conditions.

OTHER AGENCY INVOLVEMENT:
County Counsel
Personnel

FINANCING:
No fiscal impact

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 12-12-12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: ✓ Date 12/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 12-12-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-12-12

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSANNE M. RIZO FOR THE PROVISION OF
PERSONAL SERVICES AS COUNTY OFFICER

WHEREAS, the County of Inyo (hereinafter referred to as "County") and SUSANNE M. RIZO, of Bishop, California (hereinafter referred to as "Officer"), have entered into an Agreement for the Provision of Personal Services, on County of Inyo Standard Contract No. 202, for an indefinite term commencing January 1, 2011 to Termination.

WHEREAS, County and Officer do desire and consent to amend such Agreement as set forth below;

WHEREAS, such agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

NOW THEREFORE, County and Officer hereby amend the Agreement as follows:

1. Paragraph 6 of Attachment B (Schedule of Fees) is added to read as follows:

   "Beginning January 1, 2013 through June 30, 2013, Officer will be entitled to 20 paid Administrative leave hours to be used in the same manner as Flex hours. Officer is entitled to take forty paid administrative hours off every fiscal year thereafter, in addition to her other entitlements. The administrative leave hours shall be reflected in an increase to Officer's Flex Hours, and shall be utilized in the same manner as are Flex Hours, including the loss of such time if not utilized during the fiscal year."

The effective date of this amendment to the Agreement is January 1, 2013.

All the other terms and conditions of the Agreement are unchanged and remain the same.

\\\\ NOTHING FOLLOWS ////

AMENDMENT NUMBER 1 TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
SUSANNE M. RIZO FOR THE PROVISION OF
PERSONAL SERVICES AS COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____.

COUNTY OF INYO

By:_____

Dated:_____

OFFICER

By:_____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

dg/Contract/ElectedOffDeptHds/Rizo.1

For Clerk's Use Only:
AGENDA NUMBER

7

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: December ~~17~~ 18, 2012

SUBJECT: Recommendation for Award and Ratify an Agreement between the County of Inyo and Preferred Septic and Disposal, Inc. for Waste Disposal Hauling Services from the Olancha and Keeler Transfer Stations.

DEPARTMENTAL RECOMMENDATION: Request that your Board; 1) award the bid and, ratify and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc. for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed $86,349.60 ($28,783.20 per year for three (3) years) subject to Board adoption of future County budgets, 2) authorize the inclusion of recycling and other services noted in Attachment A of the Contract, at no additional cost, as part of the trash disposal services Contract, and, 3) authorize the Chairperson to sign the agreement contingent upon obtaining the appropriate signatures.

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from the Olancha and Keeler transfer stations. Proposals were solicited from local permitted waste haulers and Preferred Septic and Disposal, Inc. was selected for the award recommendation based on receiving a higher point total after evaluating the proposals. The proposals are summarized as follows:

- Preferred Septic & Disposal: $2,398.60 Monthly ($28,783.20 per year for 3 years)
- Bishop Waste: $2,398.60 Monthly ($28,783.20 per year for 3 years)

The proposals were evaluated based on the following criteria:

1. Submittal of a completed Exhibit A – Scope of Work (Pass or Fail);
2. Lowest responsible price received for Trash Disposal, (55 pts. max.);
3. Additional Services proposed at no cost to the County of Inyo (excluding Optional Recycling Services), (20 pts. max.);
4. Any Cost Savings Recommendations re: Parks and Rec trash disposal (to be scored on total amount of savings), (20 pts. max.); and,
5. Company's ability to enter into Inyo County Standard Contract No. 113, (5 pts. max.).

After independently reviewing the two (2) submitted proposals, Integrated Waste Management staff arrived at the following average score totals (same criteria and order noted above):

- **Preferred Septic and Disposal, Inc.**
    1. Submittal of Completed Exhibit A - Pass
    2. Lowest responsible price - 55 pts. (both companies had the same price)
    3. Additional Services - 19 pts. (provide locking lids, provide plastic lids, ensure clean/debris free container areas, exchange dirty/odorous containers, provide container audit for possible reductions, provide 3 CY ashes only bin, provide recycling container, phone book recycling)
    4. Cost Savings Recommendations - 17.5 pts. (review service needs after recycling starts to downsize containers, 5% discounts, dumpster audits on materials in bins)
    5. Any exceptions to entering into Std. Contract No. 113 - 5 pts. (none noted)

Total Score = 96.5 points

- **Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)**
  1. Submittal of Completed Exhibit A - Pass
  2. Lowest responsible price - 55 pts. (same price as other proposer)
  3. Additional Services - 16 pts. (ensure clean/trash free container area, provide Mandatory Commercial Recycling education and outreach for area residential and businesses, emergency phone number contact available, container audit for possible reductions)
  4. Cost Savings Recommendations - 16 pts. (5% discounts, dumpster audits on materials in bins, if recycling is started review current service level and revise if needed (right-sizing of container))
  5. Any exceptions to entering into Std. Contract No. 113 - 5 pts. (none noted)

Total Score = 92 points

Based on the noted proposal evaluation criteria and resulting associated scoring totals, the Integrated Waste Management program staff recommends the contract award go to Preferred Septic and Disposal, Inc.

ALTERNATIVES: 1. Your Board could choose to not implement this agreement and not place bins in the communities of Keeler and Olancha and require residents to transport their waste to the Lone Pine landfill; and,
2. Your Board could evaluate the proposals received, come up with an evaluation scoring and award accordingly.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, Risk Management

FINANCING: These services will be paid out of the current Integrated Waste Management Budget 045700, Object Code 5265 Professional Services contingent upon adoption of future County budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/10/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 12/11/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-12-12
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Olancha/Keeler Waste Hauling **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Olancha/Keeler Waste Hauling services of Preferred Septic & Disposal of Bishop, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from December 1, 2012 to November 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of (a monthly amount of) Two Thousand Three Hundred Ninety Eight Dollars and Sixty cents ($ 2,398.60) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Eighty Six Thousand, Three Hundred, Forty Nine Dollars and 60/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **B**, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
Waste Management	Department
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:

Preferred Septic and Disposal, Inc.	Name
1280 N. Main Street, Suite I	Street
Bishop, CA 93514	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Olancha/Keeler Waste Hauling **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY _____, _____.

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By: Dale Comontofski
Signature

Dale Comontofski
Type or Print Name

Dated: 11/30/12

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

Rita Lasky
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S. Dishman
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Olancha/Keeler Waste Hauling **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SCOPE OF WORK:

Provide once per week pick-up of eight (8), 4-cubic yard containers for solid waste located at the Keeler Transfer Station.
Provide twice per week pick-up of nine (9), 4-cubic yard containers for solid waste located at the Olancha Transfer Station.

Provide the following services at no additional cost to the County of Inyo:

1. Recycling Container (bear proof);
2. Locking Bars with Locks, upon request;
3. Plastic Lids on dumpsters;
4. Dirty or Odorous container removal and exchange, upon request;
5. Monitoring/Auditing of container waste type(s)/amount(s) for possible reduction in service;
6. Keep area around trash dumpsters/containers clean of debris and trash;
7. Conduct the Phone Book recycling program for the duration of the Contract; and,
8. Ash Container, marked "ASHES ONLY" (3 CY).

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses. Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Olancha/Keeler Waste Hauling **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Olancha/Keeler Waste Hauling **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SEE ATTACHED LICENSE PROVISIONS
INSURANCE

Specifications 1
Insurance Requirements for Most Contracts
(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

For Clerk's Use Only:
AGENDA NUMBER

8

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Integrated Waste Management

FOR THE BOARD MEETING OF: December ~~11~~ 18, 2012

SUBJECT: Award and Ratify an Agreement between the County of Inyo and Preferred Septic and Disposal, Inc. for Waste Disposal Hauling Services from the Darwin Transfer Station.

DEPARTMENTAL RECOMMENDATION: Request that your Board; 1) award the bid and, ratify and approve the Contract between the County of Inyo and Preferred Septic and Disposal, Inc. for the period of December 1, 2012 through November 30, 2015, in an amount not to exceed $30,142.80 ($10,047.60 per year for three (3) years) subject to Board adoption of future County budgets, 2) authorize the inclusion of other services noted in Attachment A of the Contract, at no additional cost, as part of the trash disposal services Contract, and, 3) authorize the Chairperson to sign the agreement contingent upon obtaining the appropriate signatures.

SUMMARY DISCUSSION: This agreement provides for the collection and hauling of solid waste from the Darwin transfer station. Proposals were solicited from local permitted waste haulers and Preferred Septic and Disposal, Inc. was selected for the award recommendation based on receiving a higher point total after evaluating the proposals. The proposals are summarized as follows:

- Preferred Septic & Disposal: $837.30 Monthly ($10,047.60 per year for 3 years)
- Bishop Waste: $900.00 Monthly ($10,800.00 per year for 3 years)

The proposals were evaluated based on the following criteria:

1. Submittal of a completed Exhibit A - Scope of Work (Pass or Fail);
2. Lowest responsible price received for Trash Disposal, (55 pts. max.);
3. Additional Services proposed at no cost to the County of Inyo (excluding Optional Recycling Services), (20 pts. max.);
4. Any Cost Savings Recommendations re: Parks and Rec trash disposal (to be scored on total amount of savings), (20 pts. max.); and,
5. Company's ability to enter into Inyo County Standard Contract No. 113, (5 pts. max.).

After independently reviewing the two (2) submitted proposals, Integrated Waste Management staff arrived at the following average score totals (same criteria and order noted above):

- **Preferred Septic and Disposal, Inc.**
  1. Submittal of Completed Exhibit A - Pass
  2. Lowest responsible price - 55 pts. (lowest price)
  3. Additional Services - 17 pts. (provide locking and plastic lids, plastic liners, ensure clean/debris free container areas, exchange dirty/odorous and graffiti tagged containers, provide container audit for possible reductions, provide phone book recycling)
  4. Cost Savings Recommendations - 18 pts. (review/monitor service needs after recycling starts to downsize containers, possible reduction in service during non-peak season, 5% discounts)
  5. Any exceptions to entering into Std. Contract No. 113 - 5 pts. (none noted)

Total Score = 95 points

- **Madera Disposal Systems (dba Bishop Waste Disposal, Inc.)**
  1. Submittal of Completed Exhibit A - Pass
  2. Lowest responsible price - 48 pts. ($62.70 per month higher price)
  3. Additional Services - 19.5 pts. (ensure clean/trash free container area, provide cardboard recycling bins, provide recycling handouts, provide quarterly diversion report, emergency phone number contact available, dumpster materials audit for determining if more materials can be diverted and costs reduced)
  4. Cost Savings Recommendations - 9.5 pts. (5% discounts, dumpster audits of materials)
  5. Any exceptions to entering into Std. Contract No. 113 - 5 pts. (none noted)

Total Score = 82 points

Based on the noted proposal evaluation criteria and resulting associated scoring totals, the Integrated Waste Management program staff recommends the contract award go to Preferred Septic and Disposal, Inc.

ALTERNATIVES: 1. Your Board could choose to not implement this agreement and not place bins in the community of Darwin and require residents to transport their own waste to the Lone Pine landfill; and, 2. Your Board could evaluate the proposals received, come up with an evaluation scoring and award accordingly.

OTHER AGENCY INVOLVEMENT: County Counsel, Auditor, Risk Management

FINANCING: These services will be paid out of the Solid Waste Budget 045700, Object Code 5265 Professional Services contingent upon adoption of future County budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/10/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 12/11/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-12-12
(The Original plus 20 copies of this document are required)

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Darwin Waste Hauling **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Darwin Waste Hauling services of Preferred Septic & Disposal of Bishop, CA hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from December 1, 2012 to November 30, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor the sum total of a monthly payment of Eight Hundred Thirty Seven Dollars and Thirty cents ($ 837.30) for performance of all of the services and completion of all of the work described in Attachment A.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work under this Agreement.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit Upon Amount Payable Under Agreement. The total sum of all payments made by the County to Contractor for all services and work to be performed under this Agreement shall not exceed Thirty Thousand, One Hundred, Fourty-Two and 80/100 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and Payment. Contractor shall submit to the County, upon completion of all services and work set forth in Attachment **A**, an itemized statement of all services and work performed by Contractor pursuant to this Agreement. This statement will identify the date on which the services were performed and describe the nature of the services and work which was performed on each day. Upon receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **B**, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A**. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in Attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **C** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-three (23) below.

17. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-three (23) (Amendment).

22. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

23. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

24. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo	
Waste Management	Department
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:

Preferred Septic and Disposal, Inc.	Name
1280 N. Main Street, Suite I	Street
Bishop, CA 93514	City and State

25. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Darwin Waste Hauling **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY _____, _____.

COUNTY OF INYO

By:_____

Dated:_____

CONTRACTOR

By:_____
Signature

Dale Cumontofski
Type or Print Name

Dated: 11/30/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S. Dishman MB
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Darwin Waste Hauling SERVICES

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SCOPE OF WORK:

Provide once per week pick-up of four (4), 4 - cubic yard containers for solid waste located at the Darwin Transfer Station.

Provide the following services at no additional cost to the County of Inyo:
1. Plastic Liners for trash receptacles/containers, upon request;
2. Locking Bars with Locks, upon request;
3. Plastic Lids on dumpsters;
4. Dirty or Odorous container removal and exchange, upon request;
5. Graffiti "tagged" container removal and exchange, upon request;
6. Monitoring/Auditing of container waste type(s)/amount(s) for possible reduction in service;
7. Keep area around trash dumpsters/containers clean of debris and trash; and,
8. Conduct the Phone Book recycling program for the duration of the Contract.

Contractor shall furnish, at Contractor's sole expense, all bins, vehicles and other equipment and supplies necessary to perform such services. The bins and equipment must be maintained in good working order and in sanitary condition.

In the event Contractor knows or reasonably believes that the refuse includes materials which are hazardous wastes or toxic materials in such amounts as may be transported or disposed of only pursuant to lawfully issued permits and/or licenses, Contractor shall promptly notify the Administrator of Integrated Waste Management for Inyo County and shall not transport such materials.

Pursuant to Section 2021.1(a) of the Diesel Particulate Matter Regulations, your company must be in compliance with all applicable air pollution control laws.

In the event Contractor receives payment within thirty (30) days from County of Inyo receipt of Contractor invoice, a 5% discount shall be applied to the following month's Contractor invoice amount.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Darwin Waste Hauling **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Preferred Septic and Disposal, Inc.
FOR THE PROVISION OF Darwin Waste Hauling **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** November 30, 2015

SEE ATTACHED ~~LICENSE~~ PROVISIONS
INSURANCE

Specifications 1

Insurance Requirements for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Contractor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Contractor shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only: AGENDA NUMBER
9

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Information Services

FOR THE BOARD MEETING OF: **December 18, 2012**

SUBJECT: Software Maintenance Agreement for JALAN Criminal Justice System

DEPARTMENTAL RECOMMENDATION:

A) Request your Board approve the renewal of a support services agreement for licensed programs referred to as the JALAN Criminal Justice System from Sungard Public Sector Inc., for the period December 1, 2012 through November 30, 2013 in an amount not to exceed $22,037; B) Authorize the Chairperson to sign the associated Software Maintenance Agreement contingent on the appropriate signatures being obtained.

SUMMARY DISCUSSION:

The District Attorney's Office, Sheriff's Office and Probation Department all use and rely upon the JALAN system to conduct daily operations. Continued use of the system is contingent upon annual renewal of the support services agreement that includes the software license.

ALTERNATIVES:

Your Board could choose not to approve the renewal. In such case the County would lose its right to use the software. The alternative is not recommended since the software is critical to the daily public safety operations, the amount of time required to select and implement a replacement solution would be significant putting the ability of the public safety offices to fulfill their obligations at risk, and the cost of a new system would likely exceed the cost necessary for this annual renewal.

OTHER AGENCY INVOLVEMENT:

The District Attorney's Office, Sheriff's Office and Probation Department all use and rely upon the JALAN system to conduct daily operations.

FINANCING:

The cost of the support service renewal for the period from 12/1/12 – 11/30/13 will be paid from and is budgeted in the Board approved Information Services FY 2011-12 budget [011801-5177] (Maint. of Computer Systems).

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date: 12/13/12

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Inyo County
P.O. Box 477
INDEPENDENCE, CA 93526

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Inyo County, CA	**SunGard Public Sector**
BY: _____	BY: _____
PRINT NAME: _____	PRINT NAME: Christian Coleman ~~VP and Controller, SunGard Public Sector~~ Inc
PRINT TITLE: _____	PRINT TITLE: _____
DATE SIGNED: _____	DATE SIGNED: 11/28/12

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated July 27, 1998 (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or

other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination

notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. **LIMITATIONS OF LIABILITY.**

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT

(INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1
Maintenance Software Identified

Customer: Inyo County, CA

COMMENCEMENT DATE: December 1, 2012

CONTRACT YEAR: The initial Contract Year begins on the Commencement Date and ends one year thereafter. Each subsequent Contract Year begins on the anniversary of the Commencement Date.

Improvement fees for Baseline Component Systems

Component Systems	Tier Criteria	12/1/12-11/30/13
Jails Base Application - Single Facility	Number of Beds	$ 5,371.60
Prosecutor System	Number of Cases	$ 7,711.60
Probation System	Number of Cases	$ 6,786.00
Secured-BH - Jails	Number of Beds	$ 582.40
	Total	**$ 20,451.60**

Improvement fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) PROVIDED TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

For Clerk's Use Only:
AGENDA NUMBER

10

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

■ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES, Behavioral Health

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Approval of Contract with Alpine Counseling Center

DEPARTMENTAL RECOMMENDATION:
Request your Board approve the contract between the County of Inyo and Alpine Counseling Center for the provision of addiction treatment services in an amount not to exceed $20,639, for the period of January 1, 2013, through December 31, 2013, contingent upon approval of the FY 13/14 budget, and authorize Chairperson to sign.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Health and Human Services continues to support funding for our local drug court program. The funding we applied for annually was realigned in 2011 and can be used for any addiction treatment in our department. We wish to continue to assist with the funding for addiction treatment services for the drug court program as long as we are able. We may have to look at prioritizing our funding for addictions treatment next year since we no longer receive Substance Abuse Crime Prevention Act (SAPTA) funding, but still receive referrals for the SACPA program and for other criminal justice programs/clients. We were able to divert other funding to stay fully funded in our programs this year, however with costs increasing, this will not be possible next year as we have had to make up for .70 of an FTE. This may be a policy decision to be made by your Board. The funds will be spent on assessments, counseling, drug testing, bio-psycho-social evaluations, and outcome reporting through the Alpine Counseling Center.

ALTERNATIVES:
Your Board could deny approval of this contract and Inyo's funds could be redirected to our Substance Use Disorders program.

OTHER AGENCY INVOLVEMENT:
Inyo County Superior Court, Inyo County Probation, Alpine Counseling Center

FINANCING:
Behavioral Health 2011 Realignment Funds. This contract is budgeted in SUD (045315) in Professional Services (5265). No County General Fund.

COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes 12/12/12 Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: 12/12/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: 12-12-12 Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 12-12-12

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Addiction Treatment services of Alpine Center for Counseling & Recovery of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A,** attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Linda Benson, whose title is: HHS Assistant Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment **B)** for the services and work described in Attachment **A** which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $20,639 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment **A**, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **C**, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment **A** which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses

or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment **A**, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment **A** to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **D** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by

Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Health & Human Services _____ Department
163 May Street _____ Street
Bishop, CA 93514 _____ City and State

Contractor:
Alpine Center for Counseling & Recovery _____ Name
375 E. Line Street _____ Street
Bishop, CA 93514 _____ City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Robert Dibble Ph.D.
Print or Type Name

Dated: 12/10/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S. Dishon YMB
_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Buker
_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

SCOPE OF WORK:

Under the direction of the Inyo County Alcohol and Drug Administrator, Contractor shall provide for enrolled drug court participants, the following services: 1) individual and group substance use counseling services, 2) client assessments, 3) bio-psycho-social evaluations, 4) individual and group anger management/violence prevention, 5) drug testing and 6) detoxification services, and 7) associated data outcomes reporting.

In order to ensure accurate data collection and outcome measures for addiction treatment in our programs, Contractor will ensure the following:

1) DATAR information shall be entered into the California Alcohol and Drug Programs (ADP) website by the fifth (5th) of each month for services provided during the prior month to ensure compliance with ADP regulations.

2) CalOMS data shall be provided to the Inyo County Substance Use Disorders Program Supervisor within one week of entering the program, with all fields completed, for clients who are successful candidates and are enrolled in the Drug Court Program. County will not reimburse Contractor for clients who are awaiting approval into program. The required CalOMS data collection form will be provided to the Contractor.

3) For each client who completes or is terminated by the Drug Court Program, Contractor shall provide a completed CalOMS data collection form to the Inyo County Substance Use Disorders Program Supervisor within one week of the client exiting the program.

4) Contractor shall obtain outcome measures by following up with each client upon completion of their program at three months of completion, six months of completion and twelve months of completion using the CalOMS data collection form to capture life domain data and sobriety information. (see attached form)

Contractor will submit an invoice for the actual monthly expenditures and County will reimburse based on the actual expenditures up to the maximum monthly amount (1/12 of the total annual contract amount.) The total amount of the contract is $20,639. All monthly data must be submitted for the invoice to be paid.

Contractor will be financially responsible for any audit exceptions around allowable expenditures.

Contractor will cooperate with and participate in fiscal and program contract monitoring activities, as required by the Inyo County Alcohol and Drug Administrator or her designee.

Contractor will participate in no cost trainings regarding best practices and program and data submission as required by the California Alcohol and Drug Programs (ADP).

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

SCHEDULE OF FEES:

For services rendered, and upon receipt and approval of monthly invoices and completed data entry as required, the County agrees to compensate the Contractor for actual expenditures incurred during each invoice period, not to exceed the amount specified below.

Contractor will submit an invoice for the actual monthly expenditures and County will reimburse based on the actual expenditures up to the maximum monthly amount (1/12 of the total annual contract amount). If Contractor's expenses are less than the monthly maximum, those differences may be reconciled with future months' funds, within the same calendar year, so long as the Contractor is continuing to provide services pursuant to this contract within those same future months. The monthly invoice shall be submitted by Contractor to the County by the fifth (5th) of the month following the end of the month for services delivered in the previous month, and shall be paid by the County by the end of the month after the monthly invoice is received. Appropriate backup showing the actual expenditures and verification of DATAR data submission must also be attached to the invoice. Additionally, required CalOMS data collection forms must be submitted on an ongoing basis as specified in the Scope of Work to the Inyo County Substance Use Disorders Supervisor before payment will be authorized each month.

The terms of this contract are contingent upon continued State funding.

Contract Period:	Total Amount of Funding:
January 1, 2013 – December 31, 2013	$20,639

The rates for services are as follows:

1. Assessments: $100

2. Substance Use Counseling services: Group Sessions $40
   Individual Sessions $100

3. Bio-psycho-social evaluations: $150

4. Anger management/Violence prevention: Group Sessions $25
   Individual Sessions $75

5. Detoxification services: $100

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

Form W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Alpine Center for Counseling & Recovery
FOR THE PROVISION OF Addiction Treatment **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation
Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Alpine Center

CAL-OMS for Clients that are Admitted to Drug Court

California Outcomes Measurement System (CalOMS)

The California Outcomes Measurement System (CalOMS) is a statewide client-based data collection and outcomes measurement system. CalOMS will allow the California Department of Alcohol and Drug Programs to effectively manage and improve the provision of alcohol and other drug services at the state, county, and provider levels.

☐ **Initial Drug Court Admission Data Collection Date: _____**
☐ **Annual Update Data Collection Date:_____**
☐ **Drug Court Discharge Data Collection Date:_____**
☐ **3 –Month Post- Discharge Data Collection Date:_____**
☐ **6 –Month Post- Discharge Data Collection Date:_____**
☐ **12 –Month Post- Discharge Data Collection Date:_____**

Admissions Data

1. What is your principal source of referral? _____
2. How many days were you on a waiting list before you were admitted to this treatment program? _____
3. What is the number of prior episodes in any alcohol or drug treatment/recovery program in which you have participated? _____
4. Are you a CalWORKs recipient? _____
5. Are you a substance abuse treatment client under CalWORKs recipient's welfare-to-work plan? _____

Client Identification And Demographic Data

6. What is your gender? _____
7. What is your date of birth? _____
8. What is your current first name? _____
9. What is your current last name? _____
10. What is your Social Security Number? _____
11. What is your Zip Code at your current residence? _____
12. What is your birth first name? _____
13. What is your birth last name? _____
14. What county were you born in? _____
15. What state were you born in? _____

16. What is your driver's license/state identification card number?

_____

17. What state is your driver's license/state identification for?

_____

18. What is your mother's first name? _____

19. What is your race?

- ☐ Alaskan Native
- ☐ American Indian
- ☐ Asian Indian
- ☐ Black
- ☐ Cambodian
- ☐ Chinese
- ☐ Filipino
- ☐ Guamanian
- ☐ Hawaiian
- ☐ Japanese
- ☐ Korean
- ☐ Laotian
- ☐ Mixed Race
- ☐ Other Asian
- ☐ Other Race
- ☐ Samoan
- ☐ Vietnamese
- ☐ White

20. What is your ethnicity?

- ☐ Cuban
- ☐ Mexican/Mex. American
- ☐ Not Hispanic
- ☐ Other Hispanic/Latino
- ☐ Puerto Rican

21. Are you a U.S. Veteran? _____

22. What type of disability do you have, if any?

- ☐ Decline to State
- ☐ Client Unable to Answer
- ☐ Developmentally Disabled
- ☐ Hearing Impaired/Deaf
- ☐ Mental Disability
- ☐ Mobility
- ☐ None
- ☐ Other Disability (not AOD)
- ☐ Speech
- ☐ Vision Impaired/Blind

Alcohol and Other Drug Data

23. What is your primary drug problem? _____
24. Primary Drug Name? _____
25. How many days in the past 30 days have you used your primary drug of abuse? _____
26. What route of administration do you use most often for your primary drug of abuse? _____
27. At what age did you first use your primary drug of abuse? _____
28. What is your secondary drug problem? _____
29. Secondary Drug Name? _____

30. How many days in the past 30 days have you used your secondary drug of abuse? _____
31. What routine of administration do you use most often for your secondary drug of abuse? _____
32. At what age did you first use your secondary drug of abuse? _____
33. How many days is the past 30 days have you used alcohol? _____
34. How many days have you injected drugs in the past 30 days? _____
35. Have you used needles during the past twelve months? _____

Employment Data

36. What is your employment status?
- ☐ Employed FT (35+ hrs./wk.)
- ☐ PT (<35 hrs./wk.)
- ☐ Unemployed- Not Looking
- ☐ Not in Labor Force
- ☐ Unemployed- Looking

37. How many days were you paid for working in the past 30 days? _____
38. Are you currently enrolled in school? _____
39. Are you currently enrolled in a job-training program? _____
40. What is the highest school grade you completed? _____

Criminal Justice Data

41. What is your Criminal Justice Status?
- ☐ Unable to Answer
- ☐ Diversion
- ☐ Parole- Other Jurisdiction
- ☐ Awaiting Trial/Charges/Sentencing
- ☐ Probation/Post Release Supervision (AB 109)
- ☐ Not Applicable
- ☐ Incarcerated
- ☐ Parole- CDC Supervision

42. What is your CDC Number? _____
43. How many times have you been arrested in the past 30 days? _____
44. How many days have you been in jail in the past 30 days? _____
45. How many days have you been in prison in the past 30 days? _____
46. Are you a Parolee Services Network (PSN) parolee? _____
47. Are you a FOTP Parolee? _____
    - If so, what is your FOTP Priority Status?
      - ☐ Client Unable to Answer

- ☐ Completed Forever Free-Facility
- ☐ Completed Forever Free-Treatment
- ☐ Woman Paroling CIW

Medical/Physical Health Data

48. Are you a Medi-Cal Beneficiary? _____
49. How many times have you visited an Emergency Room in the past 30 days for physical health problems? _____
50. How many days in the last 30 days have you stayed overnight in a hospital for physical health problems? _____
51. How many days have you experienced physical health problems in the past 30 days? _____
52. Are you pregnant? _____
53. Medication prescribed as a part of treatment?
    - ☐ Buprenorphine (Suboxone)
    - ☐ Buprenorphine (Subtex)
    - ☐ LAAM
    - ☐ Methadone
    - ☐ None
    - ☐ Other_____
54. Have you been diagnosed with Tuberculosis? _____
55. Have you been diagnosed with Hepatitis C? _____
56. Have you been diagnosed with any Sexually Transmitted Diseases?

    _____
57. Have you been tested for HIV/AIDS? _____
58. Did you receive the results of the HIV/AIDS test? _____

Mental Health Data

59. Have you ever been diagnosed with a mental illness? _____
60. How many times in the past 30 days have you received outpatient emergency services for mental health needs? _____
61. How many days in the past 30 days have you stayed for more than 24 hours in a hospital or psychiatric facility for mental health needs?

    _____

Family/Social Data

62. Have you taken prescribed medication for mental health needs in the past 30 days? _____
    - How many days in the past 30 days have you participated in any social support recovery activities such as: 12-Step Meetings or other self-help meetings? _____
    - Religious/Faith recovery or self-help meetings? _____
    - Attending meetings of organizations other than those listed above or interactions with family member and/or friend support of recovery? _____
63. What are your current living arrangements?
    ☐ Dependent Living ☐ Homeless ☐ Independent Living

64. How many days in the past 30 days have you lived with someone who uses alcohol or drugs? _____
65. How many days in the last 30 days have you had serious conflicts with your family? _____
66. How many children do you have ages 17 or less (birth or adopted) whether they live with you or not? _____
67. How many children do you have aged 5 or less? _____
68. How many of your children are living with someone else because of a child protection court order? _____
69. If you have children living with someone else because of a child protection order, for how many of these children have your parental rights been terminated? _____

Discharge Data Collection (Program Use)

☐ **Completed Treatment/recovery plan goals/referred**
☐ **Completed treatment recovery plan goals/not referred**
☐ **Left before completion with satisfactory progress/referred**
☐ **Left before completion /satisfactory progress / was not referred**
☐ **Left before completion with unsatisfactory progress/ referred**
☐ **Left before completion /unsatisfactory progress/ was not referred**
☐ **Death**
☐ **Incarceration**

For Clerk's Use Only:
AGENDA NUMBER

11

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES – ESAAA

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Approval of Contract with Ombudsman/Advocacy Services of Inyo-Mono

DEPARTMENTAL RECOMMENDATION:
Recommend Board ratify the Agreement between the County and Ombudsman/Advocacy Services of Inyo-Mono, in a total amount not to exceed $20,925, for the period beginning December 1, 2012 and ending March 31, 2013.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
Consistent with recent Board action to bring ESAAA Ombudsman services in-house beginning April 1, 2013, the Department requests an additional contract with the existing Ombudsman contractor to cover the period between December 1st through April 1st to provide for a transition period. The most recent contract could not be amended, because it expired on November 30, 2012. Therefore, we request your approval to enter into another agreement with Ombudsman/Advocacy Services of Inyo-Mono for an additional four-month period.

ALTERNATIVES:
Board could deny approval, leaving no Ombudsman services available beginning in December 2012.

OTHER AGENCY INVOLVEMENT:
California Department of Aging, three Inyo-county skilled nursing facilities

FINANCING:
100% Federal Funding for Ombudsman/Elder Abuse Prevention Services. This expense is budgeted in ESAAA (683000) in Professional Services (5265). No County General Funds are involved.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: yes Date: 12/11/2012
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Date: 12/12/12
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: S Dishion Date: 12-11-12
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: Date:

DEPARTMENT HEAD SIGNATURE: J. Turner by B. Melume Date: 12/12/12

(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND Ombudsman/Advocacy Services of Inyo-Mono
FOR THE PROVISION OF Long-Term Care Ombudsman & Elder Abuse Prevention **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") has the need for the Long-Term Care Ombudsman services of Ombudsman/Advocacy Services of Bishop, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment **A**, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Jean Turner, whose title is: Director. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from December 1, 2012 to March 31, 2013 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. County shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by County under this Agreement. Contractor shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to Jean Turner, whose title is: Director. Travel and

Per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the County.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed $20,925 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the County will also include an itemization of any travel or per diem expenses, which have been approved in advance by County, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment **D**, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for contractor to provide the services and work described in attachment **A** must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment **A**. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in

Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment **E** and with the provisions specified in that attachment.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment **A**, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this

Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Health & Human Services	Name
163 May Street	Street
Bishop, CA 93514	City and State

Contractor:

Ombudsman/Advocacy Services of Inyo-Mono	Name
P.O. Box 518	Street
Bishop, CA 93515	City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

/// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Ombudsman/Advocacy Services of Inyo-Mono
FOR THE PROVISION OF Long-Term Care Ombudsman & Elder Abuse Prevention **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: Kathryn Williams
Print or Type Name

Kathryn Williams
Signature

Dated: 4 Dec 2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

S. Dishman MS
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

M Baker
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO AND Ombudsman/Advocacy Services of Inyo-Mono FOR THE PROVISION OF Long-term care Ombudsman & Elder Abuse Prevention SERVICES

TERM:

FROM: December 1, 2012 **TO: March 31, 2013**

SCOPE OF WORK:

I. DUTIES.

Contractor has received designation from the California Department of Aging to serve as the Sub-State Ombudsman Program to serve Inyo and Mono Counties. Ombudsman Programs have statutory duties as specified in the Older Americans Act, and the California Welfare and Institutions Code. The California Department of Aging Program Memos, Directives, and Designation Standards for Sub-State Ombudsman Programs describe the details required to meet the following goals.

A. Contractor shall perform those duties as specified in state and federal statues and in the 2012-13 California Department of Aging Contract AP 1213-16 with ESAAA specifically:

1. Provide services to protect the health, safety, welfare and rights of residents.

2. Ensure residents in the service area of the Local Ombudsman Program have regular, timely access to State Certified Ombudsman Representatives, and timely responses to complaints and requests for assistance.

3. Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to their rights and well-being as residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated, the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision.

4. Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing facilities.

5. Collect and submit data in accordance with the Statewide uniform reporting system established by the State Ombudsman and the reporting provisions specified in Exhibit E of contract AP 1213-16 between ESAAA and California Department of Aging. (2012-2013 contract)

6. Represent the interests of residents before governmental agencies and seek administrative, legal and other remedies to protect the rights and well-being of residents.

7. Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions and legislative bills that pertain to the rights and well-being of residents.

8. Support the development of resident and family councils.

9. Carry out other activities that the State Ombudsman determines to be appropriate, including periodic updating of a plan for maintaining an ongoing presence in long-term care facilities, participation in special initiatives to recruit volunteers to serve as State Certified Ombudsman Representatives.

10. Have the option to provide additional services, if they do not weaken or decrease required Ombudsman responsibilities and duties, including the following services:

    a. Provide public information and technical support pertaining to long-term care services, including inspection reports, statements of deficiency, and plans of correction for long-term facilities within the service area.

    b. Promote visitation programs and other community involvement in long-term care facilities within the service area.

    c. Establish (in addition to support) resident, family and friends' councils.

    d. Present community education and training programs to long-term care facility staff, human service workers, and the general public about long-term care and residents' rights.

    e. Refer to the appropriate governmental agency the complaints and concerns of other residents in long-term facilities that are not eligible to receive the services of the State Long-Term Care Ombudsman Program.

B. Contractor will comply with the following additional terms required by the state and federal governments if applicable:

1. Contractor shall hire an Ombudsman Program Coordinator to maintain an office and manage a program, which:

    a. Complies with Designation /standards for Long Term Care Ombudsman Program as outlined in CDA PM 08-29(P);

    b. Provides advocacy services for residents/patients in long-term care facilities and residential care facilities as outlined by the State of California Office of Long-Term Care Ombudsman;

    c. Trains and recruits volunteers to work within the program and submits to OSLTCO for certification;

    d. Administers volunteer component of the program;

    e. Provides continuing education and support to volunteers;

    f. Utilizes resources outside the Ombudsman Program to advocate for clients served by the program;

    g. Investigates abuse cases involving facility residents pursuant to statutes of California Welfare and Institutions Code as amended by SB 2199 (Lockyear) January, 1999;

    h. Serves as a visible community resource for persons with LTC issues.

C. The Long-Term Care Ombudsman Program(s) in accordance with policies and procedures established by the State Ombudsman, will:

1. Use Federal Citation Penalties Account for the recruitment or retention of certified Ombudsman staff and volunteers that provide services to residents of Long-Term Care Facilities. Allowable expenditures include: recruiting/retaining staff, office space, equipment and furniture for new staff, increased utilities usage, additional funding for volunteer mileage, training, volunteer recognition activities, and materials and space to conduct community awareness activities, and other activities which support the overall program.

2. Local AAA Staff shall review and approve claims for Federal Citation Penalties Account Funds.

3. Local AAA Staff shall submit monthly fiscal documents to CDA as determined by the CDA, for Federal Citation Penalties Account Funds, based on the monthly fiscal documents submitted to AAA.

D. Contractor will coordinate with designated ESAAA managers and other ESAAA-designated contractors to ensure a smooth transition of Ombudsman/Elder Abuse Prevention Services in a manner that is not disruptive to services to identified Ombudsman clients. Transition support to include, but not limited to, transition of client information and status; transition of files and supporting documents; data management information; provision of information regarding existing volunteers, including contact information; and, other information deemed necessary to ensure continuity of services during transition. Transition discussions will start in December when ESAAA staff begin working on volunteer issues. Other discussions will begin approximately end of January 2013.

E. Contractor will prepare final required documentation and transfer all records, as required by County, prior to final payment for services by Contractor.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO AND Ombudsman/Advocacy Services of Inyo-Mono FOR THE PROVISION OF Long-Term Care Ombudsman & Elder Abuse Prevention SERVICES

TERM:

FROM: DECEMBER 1, 2012 TO: MARCH 31, 2013

SCHEDULE OF FEES:

ESAAA will provide a maximum of $20,925 for the period of December 1, 2012 through March 31, 2013 of which $5,457 are Federal Title III-B funds; $7,734 are Federal Title VII(a) funds; $481 are Ombudsman Federal Citations Penalty Account; $6,898 are Skilled Nursing Facility Quality and Accountability funds; and $355 are Federal Title VII(b) funds.

Contractor will expend funds according to a simple one page, 4 month budget that must be submitted to the County by December 14, 2012. The Budget must include and identify all State and Federal Funding for the four month program, not just the amounts provided for the program from the California Department of Aging (CDA) funds. Contractor must also identify how the required match of 10% to IIIB and VIIIA is being met.

Contractor is responsible to provide and document 10% match to federal funds through cash or in-kind sources. Additional funds raised through contractor's efforts can be spent at contractor's discretion on the above programs. The $355 in Federal VII(b) funds is to be used to support Elder Abuse Prevention activities.

Notwithstanding Paragraph 3.E. Billing and Payment, by the 10th of the month after the month has ended, Contractor will submit the previous month's report, which would reflect expenditures, up to a maximum of $5,500 for the preceding month. The report must also identify all expenditures and any other sources of funding for those expenditures. Also quarterly, Contractor will provide an activity report including numbers of complaints, volunteer hours, community education activities, etc. to the County office.

Final payment under this contract is contingent upon completion of all required documentation, transfer of records and any/all equipment purchased with AAA funds, and satisfactory close-out of contract, as determined by the ESAAA Director or her designee.

Definitions:

Matching Contributions mean local cash and/or in-kind contributions by the Contractor, or other local resources that qualify as match for the contractor funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of the Contractor.

3. Matching contributions must be used for allowable costs in accordance with the Office of Management and Budget (OMB) circulars.

In-kind Contributions mean the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).

Non-Matching Contributions mean local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.).

Program Income means revenue generated by the Contractor from contract-supported activities. Program income is:

1. Voluntary contributions received from a participant or responsible party as a result of services.
2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
3. Royalties received on patents and copyrights from contract-supported activities.
4. Proceeds from sale of items fabricated under a contract agreement.

Indirect Costs means costs incurred for a common or joint purpose benefiting more than one cost objective and readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Ombudsman/Advocacy Services of Inyo-Mono
FOR THE PROVISION OF
Long-Term Care Ombudsman & Elder Abuse Prevention SERVICES

TERM:

FROM: December 1, 2012 **TO: March 31, 2013**

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with Department of Personnel Administration's rules and regulations.

- Mileage
  http://www.dpa.ca.gov/personnel-policies/travel/personal-vehicle-mileage-reimbursment.htm
  Per Diem (meals and incidentals) –
  http:///www.dpa.ca.gov/personnel-policies/travel/meals-and-incindentals.htm
- Lodging
  http://www.dpa.ca.gov/personnel-policies/travel/short-term-travel.htm

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the Department of Personnel Administration rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

ATTACHMENT D

AGREEMENT BETWEEN COUNTY OF INYO
AND Ombudsman/Advocacy Services of Inyo-Mono
FOR THE PROVISION OF Long-Term Care Ombudsman & Elder Abuse Prevention **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** March 31, 2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(Please submit W-9 form with Contract, available on-line or by County)

ATTACHMENT E

AGREEMENT BETWEEN COUNTY OF INYO
AND Ombudsman/Advocacy Services of Inyo-Mono
FOR THE PROVISION OF Long-Term Care Ombudsman & Elder Abuse Prevention **SERVICES**

TERM:

FROM: December 1, 2012 **TO:** March 31, 2013

SEE ATTACHED INSURANCE PROVISIONS

Specifications 2
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **$500,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

1. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used).

Primary Coverage
For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity**.

Waiver of Subrogation
Consultant hereby grants to Entity a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Entity by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage
Consultant shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

For Clerk's Use Only:
AGENDA NUMBER

12

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES, Emergency Medical Services

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Appointment of Members to Emergency Medical Care Committee

DEPARTMENTAL RECOMMENDATION:
Request Board appoint four people to serve on the Emergency Medical Care Committee (EMCC) for two year terms ending December 31, 2014. Notice of vacancies resulted in requests for appointment being received from: LeRoy Kritz of Lone Pine Volunteer Fire Department; Dr. Richard Johnson of the County of Inyo Public Health Department; Joe Capello of the Independence Volunteer Fire Department; and Lee Barron of Southern Inyo Hospital.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
The EMCC meets six times per year in conjunction with Inland Counties Emergency Medical Authority (ICEMA) to review, plan and approve protocols and training for pre-hospital emergency medical care. Consistent with the local EMCC by-laws, the committee shall have thirteen voting members appointed for staggered terms of two years who "...shall have a professional interest in, or personal commitment to pre-hospital emergency medical care in their community. These members shall include, but not be limited to, representatives from each of the local agencies providing pre-hospital emergency medical care in the County of Inyo," including three members at large. These four appointments will bring the membership roster to eleven members. We will work with the Assistant Clerk of the Board to recruit two additional members.

ALTERNATIVES:
Your Board could deny these appointments, leaving the EMCC without Board-appointed members to function in the EMCC advisory capacity.

OTHER AGENCY INVOLVEMENT:
Entities with interest include local law enforcement, Inland Counties Emergency Medical Authority (ICEMA), and Death Valley National Park.

FINANCING:
There is no financing involved with this agenda request.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date:

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: _____

For Clerk's Use Only:
AGENDA NUMBER

13

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

X Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Health and Human Services-Public Health

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: 2012/2013 Maternal Child and Adolescent Health Allocation

DEPARTMENTAL RECOMMENDATION:

Request the Board ratify the Maternal Child and Adolescent Health (MCAH) Allocation funding between the County of Inyo and California Department of Public Health in the amount of $63,000.00 for the period of July 1, 2012, through June 30, 2013 and authorize the Chairperson to sign the Agreement Funding Application Policy Compliance and Certification.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Maternal Child and Adolescent Health program funds public health staff to ensure coordination and access to services for women, adolescents and children. In collaboration with service providers, private and public agencies and community residents, the MCAH Director works towards the goal of assuring access and availability of a complete spectrum of services to women, infants, children and adolescents in our communities. Based on the 2008/09 five year MCAH community assessment, five problems were identified and a core group of MCAH staff are working with community stakeholders and medical professionals to address these areas. Under the leadership of the MCAH core group, a collaborative effort will design, implement and evaluate strategies addressing the five areas which are access to dental services, childhood obesity, promotion of teen health, early entry into prenatal care and healthcare access.

The Agreement Funding Application was received in mid-June. However, the allocations were not final until the final Fiscal Year 2012-13 State Budget was signed by the Governor. Once the State Budget was signed, staff began working on the Agreement Funding Application which includes the Budget, Scope of Work and supporting documentation.

ALTERNATIVES:

This funding has been available to public health staff for many years. Not accepting the funding would eliminate the State funding contribution for several health staff members. It would eliminate the county health planning and program development role of the Clinical Services Director. Declining the funding would mean that the County would still have to provide mandated administrative services without state or federal support.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Funding for this contract is from State and Federal Funding and Health Realignment. This funding would be brought in as revenue to the MCH Budget (641612). No County General Funds.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/3/2012
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 12/4/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 12/3/12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner for Date: 12-5-12

FY 2012 - 2013 AGREEMENT FUNDING APPLICATION (AFA) CHECKLIST

Agency Name: Inyo County Health & Human Services **Agreement Number:** 2009-14

SUBMITTED	
☒	**AFA Checklist with ORIGINAL signature**
☒	**A Completed Agreement Funding Application Update Form with ORIGINAL signatures**
☒	**Attestation of Compliance with the Sexual Health Education Accountability Act of 2007**
☒	**Annual Inventory – Form CDPH 1204**
☐	**Local Health Officer Approval Letter to conduct FIMR (FIMR only)**
☐	**Certification Statement for the Use of Certified Public Funds (CBOs/Sub-Ks with FFP)**
☒	**Program Profile Narrative** of the applicable programs (Integrate into one narrative): ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ FIMR ☐ CHVP
☒	**Budget Summary Page and Detail Pages** listing all staff (by position) and costs (including projected salaries and benefits) for each of the applicable programs: ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ CHVP
☒	**Budget Justifications** (J-Pers, J-Oper, J-Capl and J-Other worksheets) are complete. Personnel justification is consistent with the Duty Statements and Organizational Charts for each of the applicable programs: ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ CHVP
☒	**Duty Statements** for all staff (numbered according to the Personnel Detail Page and Organizational Chart) listed on the budgets for each of the applicable programs: ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ FIMR ☐ CHVP
☒	Copies of State **Waiver/Approval Letters** for the following positions: ☐ MCAH Director ☐ BIH Coordinator ☐ AFLP Director ☐ CHVP Coord.//Nurse Sup. ☒ Other Coordinator
☒	**Organizational Chart(s)** of the applicable programs, identifying all staff positions on the budget (w/line item #) and its relationship to other services for women and children, the local health officer and overall agency: ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ FIMR ☐ CHVP ☐ Other _____
☒	**Scope of Work (SOW)** documents are completed and included for each of the applicable programs: ☒ MCAH/SIDS ☐ BIH ☒ AFLP ☐ FIMR ☐ CHVP ☐ Preconception Care
☒	**Budget and SOW document(s)** are provided in an **electronic format** (e-file acceptable) for each of the applicable programs: ☒ MCAH/SIDS ☐ BIH ☐ AFLP ☐ FIMR ☐ CHVP ☐ Preconception Care
☐	**Subcontractor(s) Agreement Packages** (required for all subcontracts $5,000 or more) are included and provided in **electronic format** (e-file acceptable) for each of the applicable programs: ☐ MCAH/SIDS ☐ BIH ☐ AFLP ☐ FIMR ☐ CHVP

The undersigned has checked this application for completeness and accuracy:

Name: Tamara A. Cohn
Telephone Number: (760)873-7868

Signature: Tamara A Cohn

Date: 11/13/2012

Revised June 2012

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH (MCAH) DIVISION

FUNDING AGREEMENT PERIOD
FY 2010-11 to 2012-2013 (LHJs)/2012-13 to 2014-15 (CBOs)

AGREEMENT FUNDING APPLICATION (AFA)/UPDATE FORM *

At the beginning of each fiscal year Agencies are required to submit this AFA Form along with their AFA Package, which requires certification signatures (original signatures, no stamps allowed). This form should also be used when submitting updates that occur during the fiscal year. Update submissions do not require certification signatures.

The Agency Identification Information section must be completed each time this form is submitted.

*** Note: Agreement refers to Allocations for LHJs or Grants for CBOs.**

AGENCY IDENTIFICATION INFORMATION

Any program related information being sent from the CDPH MCAH Division will be directed to the MCAH and/or AFLP Director.

Please check the applicable "Program" boxes below: changes being submitted:

☒ MCAH ☐ AFLP ☐ BIH ☐ FIMR ☐ CHVP

Fiscal Year: 2012-13 Update Effective: _____ (only required when submitting updates)

Agreement Number:	**2010-11/14**		
Federal Employer ID#:	95-600445		
Complete Official Agency Name:	Inyo County Health & Human Services/Public Health		
Business Office Address:	P.O. Drawer H Independence, CA 93526		
Agency Phone:	760-873-7868	Agency Fax:	760-873-7800
Agency Website Address:	www.countyofinyo.us/publichealth		

1 AGENCY DIRECTOR

Name:	Jean Turner				
Title:	Health and Human Services Director				
Mailing Address:	P.O. Drawer H				
City:	Independence			Zip:	03526
Phone:	760-878-0242	Ext.		FAX:	760-878-0266
E-Mail Address:	jturner@inyocounty.us				

2	BOARD INFORMATION				
	Clerk of the Board ☒			Chair Board of Supervisors ☐	
Title:					
Mailing Address:	P.O. Drawer N				
City:	Independence			Zip:	93526
Phone:	760-878-0373	Ext.		FAX:	760-878-2241
E-Mail Address:	pgunsolley@inyocounty.us				

3	OFFICIAL AUTHORIZED TO COMMIT AGENCY				
Name:	Marty Fortney				
Title:	Chairperson of the Board of Supervisors				
Mailing Address:	P.O. Box N				
City:	Independence			Zip:	93526
Phone:	760-878-0373	Ext.		FAX:	760-878-2241
E-Mail Address:	pgunsolley@inyocounty.us				

4	FISCAL OFFICER				
Name:	Denelle Carrington				
Title:	Fiscal Director				
Mailing Address:	P.O. Drawer H				
City:	Independence			Zip:	93526
Phone:	760-878-0246	Ext.		FAX:	760-878-0266
E-Mail Address:	dcarrington@inyocounty.us				

5	MCAH DIRECTOR (Please check box if MCAH and AFLP Director are the same) ☐				
Name:	Tamara Cohn				
Title:	Clinical Services Director				
Mailing Address:	207A West South Street				
City:	Bishop			Zip:	93514
Phone:	760-873-7868	Ext.		FAX:	760-873-7800
E-Mail Address:	tcohn@inyocounty.us				

6	MCAH COORDINATOR (Only complete if different from #5)				
Name:	Nel Hecht				
Title:	Public Health Nurse				
Mailing Address:	207A West South Street				
City:	Bishop			Zip:	93514
Phone:	760-873-7868	Ext.		FAX:	760-873-7800
E-Mail Address:	nhecht@inyocounty.us				

7	MCAH BUDGET CONTACT				
Name:	Teri Barbella				
Title:	Administrative Analyst II				
Mailing Address:	P.O. Drawer H				
City:	Independence			Zip:	93526
Phone:	760-878-0231	Ext.		FAX:	760-878-0266
E-Mail Address:	tbarbella@inyocounty.us				

8	MCAH INVOICE CONTACT (Only complete if different from #7)				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

9	PERINATAL SERVICES COORDINATOR (PSC)				
Name:	Mary Miller				
Title:	Public Health Nurse				
Mailing Address:	207A West South Street				
City:	Bishop			Zip:	93514
Phone:	760-873-7868	Ext.		FAX:	760-873-7800
E-Mail Address:	mmiller@inyocounty.us				

10	AFLP DIRECTOR (Only complete if different from MCAH Director)				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

11	AFLP COORDINATOR (Only complete if different from #10)				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

12	AFLP BUDGET CONTACT				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

13	AFLP INVOICE CONTACT (Only complete if different from #12)				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

14	BLACK INFANT HEALTH (BIH) COORDINATOR				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

15	BIH BUDGET CONTACT				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

16	BIH INVOICE CONTACT (Only complete if different from #15)				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

17	FETAL INFANT MORTALITY REVIEW (FIMR) COORDINATOR				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

18	SUDDEN INFANT DEATH SYNDROME (SIDS) COORDINATOR / CONTACT				
Name:	Tamara Cohn				
Title:	Clinical Services Director				
Mailing Address:	207A West South Street				
City:	Bishop			Zip:	93514
Phone:	760-873-7868	Ext.		FAX:	760-873-7800
E-Mail Address:	tcohn@inyocounty.us				

19	CALIFORNIA HOME VISITING PROGRAM (CHVP) COORDINATOR/ NURSING SUPERVISOR				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

20	OTHER				
Name:					
Title:					
Mailing Address:					
City:				Zip:	
Phone:		Ext.		FAX:	
E-Mail Address:					

AGREEMENT FUNDING APPLICATION POLICY COMPLIANCE AND CERTIFICATION

The undersigned hereby affirms that the statements contained in the Agreement Funding Application (AFA) are true and complete to the best of the applicant's knowledge.

I certify that this Maternal, Child and Adolescent Health (MCAH) related program will comply with all applicable provisions of Article 1, Chapter 1, Part 2, Division 106 of the Health and Safety code (commencing with section 123225), Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 142), and any applicable rules or regulations promulgated by CDPH pursuant to this article and these Chapters. I further certify that this MCAH related program will comply with the MCAH Policies and Procedures Manual, including but not limited to, Administration, Federal Financial Participation (FFP) Section. I further certify that this MCAH related program will comply with all federal laws and regulations governing and regulating recipients of funds granted to states for medical assistance pursuant to Title XIX of the Social Security Act (42 U.S.C. section 1396 et seq.) and recipients of funds allotted to states for the Maternal and Child Health Service Block Grant pursuant to Title V of the Social Security Act (42 U.S.C. section 701 et seq.). I further agree that this MCAH related program may be subject to all sanctions or other remedies applicable if this MCAH related program violates any of the above laws, regulations and policies with which it has certified it will comply.

Original Signature of Official authorized to commit the Agency to an MCAH Agreement	Chairperson of the Board of Supervisors Title
Marty Fortney Name (Type or Print)	Date

Tamara A Cohn Original Signature of MCAH/AFLP Director	MCAH Directro Title
Tamara Cohn Name (Type or Print)	11/13/2012 Date

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

Agency Name: Inyo County Health & Human Services/Public Health
Agreement/Grant Number: 2009-14
Compliance Attestation for Fiscal Year: 2012-13

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and may be required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency or Community Based Organization (CBO) contracting with MCAH to submit a signed attestation as a condition of funding. The Attestation of Compliance must be submitted to CDPH/MCAH annually as a required component of the Agreement Funding Application (AFA) Package. By signing this letter the MCAH Director or Adolescent Family Life Program (AFLP) Director (CBOs only) is attesting or "is a witness to the fact that the programs comply with the requirements of the statute". The signatory is responsible for ensuring compliance with the statute. Please note that based on program policies that define them, the Sexual Health Education Act inherently applies to the Black Infant Health Program, AFLP, and the California Home Visiting Program, and may apply to Local MCAH based on local activities.

The undersigned hereby attests that all local MCAH agencies and AFLP CBOs will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

Inyo County HHS/Public Health
Agency Name

2009-14
Agreement/Grant Number

Tamara A Cohn
Signature of MCAH Director
Signature of AFLP Director (CBOs only)

11/19/2012
Date

Tamara A. Cohn
Printed Name of MCAH Director
Printed Name of AFLP Director (CBOs only)

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

(7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

Exhibit K

Attestation of Compliance with the Sexual Health Education Accountability Act of 2007

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

Exhibit _____

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 2009-14

Previous Contract Number (if applicable): NA

Contractor's Name: Inyo County Health and Human Services Public Health

Contractor's Complete Address: P.O. Drawer H Independence, CA 93526

Contractor's Contact Person: Tamara Cohn, MCAH Director

Contact's Telephone Number: 760-873-7868

Date Current Contract Expires: _____

CDPH Program Name: Maternal, Child and Adolescent Health

CDPH Program Contract Manager: Jonathan Alspektor

CDPH Program Address: Department of Health Services MCAH Branch PO Box 997420 MS 8305 Sacramento, CA 95899-7420

CDPH Program Contract Manager's Telephone Number: 916-650-6765

Date of this Report: 11-06-2012

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	*OPTIONAL— PROGRAM USE ONLY*
NONE	0	NONE	$ 0			NONE	
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				
			$				

INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM),* Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property:

   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Inyo County
Maternal, Child, and Adolescent Health
FY 2012-2013

Narrative Summary

1A. General Description of the geography and environment:

Inyo County is a rural, geographically isolated county located on the east side of the Sierra Nevada, between the mountains and the California-Nevada border. It is the second largest county in California with a total area of 10,227 square miles. It encompasses the deepest valley in North America, the Owens Valley; the highest elevation point in the lower 48 states, Mt. Whitney (14,495 feet); the lowest elevation point, Bad Water (-282 feet). Most of the land within the county is under federal ownership (92%). Less than 2% of the land is in private ownership.

Inyo County is sparsely populated. The most recent census indicated a population of 17,136 spread across the small towns of the Owens Valley with approximately 2 persons per square mile. The largest town is Bishop with approximately 3457 residents within the city limits and 10, 300 residents in the surrounding area. While over half of the population lives in Bishop area, the US Census Bureau does not consider them to be living in an urbanized area, in sharp contrast to the population of California, which over 90% urban.

B. Overall demographic composition of the LHJ:

According to data from the 2008 US Census Bureau, the ethnic/racial makeup of Inyo is:

White	69%
Hispanic	17%
Native American	11%
Other	3%

The county's population base is changing in ways that parallel to the state. The percentage of the population that is white is estimated to have declined from 81% in 1990 to 78% in 1998 and finally to 69% in 2008. This shift is due to the aging of the white population. There are five recognized tribal entities in Inyo County located in Bishop, Big Pine, Independence, Lone Pine and Furnace Creek. The Native American population grew slightly from 9.3% in 1998 to 11% in 2008.

C. Socioeconomic factors that impact health:

The median family income is $46,685 per year. 36% of the households have a woman as the wage earner, which is noteworthy since the median income for women in Inyo County is $12,000 less than the median income for men. The average size of a family throughout the county is 2.88. According to the 2007 updated census information 11% of the population lives 100% or less of poverty. This figure has been consistent for the past 19 years. The population that is less than 200% poverty is 31%.

Inyo's economy is based primarily on the leisure and hospitality industries, although the government sector is the largest employer, accounting for 40% of all jobs in 2006. Inyo County's current unemployment rate (March 2009) is 9.3%, which is an increase of 3.4% from a year ago.

According to the 2009 Community Health Status Indicators 19% of individuals (age under 65) were uninsured and 28% were Medi-Cal beneficiaries. Consistently the number of children enrolled in Healthy Families ranges between 100 and 120. 53.7% of births in the county are to women on Medi-Cal.

D. Health status and health systems:

Inyo County, with its rural nature and isolated communities, has been designated as a Health Professional Shortage Area (HPSA) for medical services and a Dental Professional Shortage Area (DPSA) in the delivery of dental care.
Two hospitals are located in the county: one in Bishop, and one in Lone Pine. Northern Inyo Hospital in Bishop is a general and acute care facility with 25 beds, 4 ICU beds, 6 obstetric beds, 24-hour emergency room, and is staffed by 33 resident and contract physicians and surgeons. A hospital based rural health clinic is open to all insurance types with clinic hours 8-5, five days a week.
Southern Inyo Hospital/Clinic, located in Lone Pine has 4 acute beds and 4 emergency room beds. They have one full time physician, and 2 contract physicians. A hospital based rural health clinic is open to all insurance types with clinic hours 8-5, five days a week.
Toiyabe Indian Health Project (TIHP) operates medical and dental clinics in Bishop and Lone Pine. Each clinic are currently offering services to both Native American and the non-Native American population. Periodically the practices will close to new non-Native clients if there are reductions in the number of providers in the clinics. Over the past year, three providers have left TIHP, however the clinics remain open to all clients. Recently, TIHP eliminated their prenatal program due to provider shortage. A dialysis unit is open to all Inyo residents at the Bishop clinic.
Medical and Dental Providers

Specialty	Number of Providers*	Location
Dental	8	7 in Bishop 1 in Lone Pine
Family Practice	8	7 in Bishop 1 in Lone Pine
Gynecology	1	Bishop
Internal Medicine	4	Bishop
Obstetrics	1	Bishop
Ophthalmology	1	Bishop
Pediatrics	3	Bishop

* Number of providers is not reflective of FTE and willingness to accept Medi-Cal.
The rate of women seeking care after the first trimester during the period of 2004 through 2006 was 32%.

E. Health disparities related to cultural issues and composition:
The fastest growing population group is Hispanic due to a steady level in migration and a younger population in which births exceed deaths. The number of Hispanic residents increased from 8.4% in 1990 to 10.6% in 1998 to 17% in 2008. The number of English learners in Inyo County Schools has steadily increased from 185 students in 1995 to 333 students in 2008. Of the births in 2009, 29.5% were to women of the Hispanic race and 16% of mothers report Mexico as the place of birth.

2. The 5 year Community assessment indentified 5 problem areas. They reflect the current MCAH concerns and emerging public health issues. The following are the problems to be addressed in the next five years and are listed in their prioritized order.

1. Childhood Obesity
2. Dental Care Access
3. Teen Healthcare Access

4. Prenatal Healthcare and associated issues
5. Healthcare Access

3. MCAH staff coordinates and participate in a collaborative to address childhood obesity. The collaborative is "Team Inyo for Healthy Kids" and its mission is: Working with Inyo County communities and families to prevent and reduce childhood obesity. Participants include: Public Health, WIC, First 5, Toiyabe Indian WIC, Toiyabe Indian Health, Toiyabe Indian Prevention, City of Bishop, local Pediatricians, a local fast food business, and 4H office. Meetings are held bi-monthly and a quarterly activity is planned for collaborative members to participate in utilizing the theme of reducing childhood obesity.

MCAH staff includes a dental case manager who provides "gate keeping" functions to facilitate access to dental services. This includes assuring client compliance, setting appointments and providing transportation. She receives referrals from schools, local pediatricians and CHDP PM 160s. She also participates in school dental health fairs and community events promoting oral health, organizing dental screening and securing referrals. In 2013, the dental case manager will expand the dental program to offering case management to pregnant women. In 2011/12 significant work was done by staff to research the provider and dentists procedures for working with pregnant women and to develop a referral mechanism. In 2012/13, the dental case manager will start providing transporting women to the dentists in Mammoth and provide care as needed.

The MCAH working group addressing the late access to prenatal care and pre-term births continues to gather and review birth data to identify trends. In 2011/12 staff developed a survey that inquired about possible factors that may have had an impact on women entering into prenatal care after the first trimester. Unfortunately, the birth data used was for 2010 and the contact information for many of the women was no longer current. As a result there were very few surveys completed. In 2012/13, staff will review 2012 birth certificates, identify those entering care after the first trimester and contact them for interviews in order to identify barriers to care and create interventions.

Health & Human Services Administration and Public Health Administration participate in webinars and monitor information about Health Care Reform activities.

In addition, Inyo County will work with our local resources and professionals to increase their understanding and response strategies in working with families and communities affected by SIDS.

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

ORIGINAL BUDGET

BUDGET SUMMARY PAGE	FISCAL YEAR	BUDGET	BASE MCF %	TITLE V BALANCE	% Personnel Matched
	2012-2013	Original	48.9%		63.78%

Version 2.1A-25 Quarterly (MCAH,BIH,AFLP-PYD,CHVP)

Program:	Maternal, Child and Adolescent Health	UNMATCHED FUNDING							NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201214 Inyo	MCAH-TV					AGENCY		MCAH Cnty-N		MCAH Cnty-E			
SubK:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
EXPENSE CATEGORY		TOTAL FUNDING	%	TITLE V	%	-	%	Local* Revenue	%	Combined* Fed/Agency	%	Combined* Fed/Agency		
(I) PERSONNEL		177,810	30.75%	54,673			5.84%	10,380	26.53%	47,168	36.89%	65,589	100%	
(II) OPERATING EXPENSES		11,104	36.22%	4,022					63.78%	7,082			100%	
(III) CAPITAL EXPENDITURES														
(IV) OTHER COSTS														
(V) INDIRECT COSTS (10% MAX.)	10.00%	11,885	36.22%	4,305					63.78%	7,580			100%	
TOTALS*		200,799	31.37%	63,000			5.17%	10,380	30.79%	61,830	32.68%	65,589	100%	

Maximum Amount Payable from State and Federal resources: **$143,107**

ACTIVE

	STATE FUNDING		SMALL COUNTY PROJECT		PYD	BUDGETED	BALANCE	% of Budget
Total Title V	53,000		10,000			63,000		31%
-								
Total Agency General Fund						57,692	N/A	29%
Total Matching Title XIX						80,107	N/A	40%
Totals	53,000		10,000			200,799		100%

WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Tamara Cohn — MCAH/PROJECT DIRECTOR'S SIGNATURE — 11/14/2012 DATE

AGENCY FISCAL AGENT'S SIGNATURE — 11/13/12 DATE

* These amounts contain local revenues submitted for information and matching purposes. MCAH does not reimburse for Agency contributions.

State Use Only	PCA Codes	MCAH-TV 53107						MCAH Cnty-N 53118		MCAH Cnty-E 53117	
(I) PERSONNEL		54,673						23,584		49,192	
(II) OPERATING EXPENSES		4,022						3,541			
(III) CAPITAL EXPENSES											
(IV) OTHER COSTS											
(V) INDIRECT COSTS		4,305						3,790			
Totals for PCA Codes	143,107	63,000						30,915		49,192	

Program:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201214 Inyo		MCAH-TV				AGENCY		MCAH Cnty-N		MCAH Cnty-E			
SubK:		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
EXPENSE CATEGORY		TOTAL FUNDING	%	TITLE V	%	-	%	Local* Revenue	%	Combined* Fed/Agency	%	Combined* Fed/Agency		

II. OPERATING EXPENSES DETAIL PAGE

	TOTAL OPERATING EXPENSES	11,104		4,022						7,082			Match Available
	TRAVEL	1,788	36.22%	648					63.78%	1,140			
	TRAINING	412	36.22%	149					63.78%	263			
1	General Operating	2,699	36.22%	978					63.78%	1,721			
2	CCLMCAH Dues	1,100	36.22%	398					63.78%	702			
3	Motivational Redirectives	1,900	36.22%	688					63.78%	1,212			
4	Rents / Janitorial	1,910	36.22%	692					63.78%	1,218			
5	Utilities	175	36.22%	63					63.78%	112			
6	Tollfree phone	500	36.22%	181					63.78%	319			
7	Motorpool	620	36.22%	225					63.78%	395			
8													63.78%
9													63.78%
10													63.78%
11													63.78%
12													63.78%
13													63.78%
14													63.78%
15													63.78%

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

IV. OTHER COSTS DETAIL PAGE

	TOTAL OTHER COSTS												
	SUBCONTRACTS												
1													
2													
3													
4													
5													
6													
7													
8													
	OTHER CHARGES												
	AGENCY'S TOTAL INDIRECT COSTS												
	AGENCY'S OTHER INDIRECT COSTS												Match Available
1													63.78%
2													63.78%
3													63.78%
4													63.78%
5													63.78%
6													63.78%
7													63.78%

Program:	Maternal, Child and Adolescent Health				UNMATCHED FUNDING						NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
Agency:	201214 Inyo				MCAH-TV				AGENCY		MCAH Cnty-N		MCAH Cnty-E			
SubK:				(1)	(2)	(3)	(4)	(5)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
EXPENSE CATEGORY				TOTAL FUNDING	%	TITLE V	%	-	%	Local* Revenue	%	Combined* Fed/Agency	%	Combined* Fed/Agency		
I. PERSONNEL DETAIL PAGE																
TOTAL PERSONNEL COSTS				177,810		54,673				10,380		47,168		65,589		
BENEFITS				58,964		18,116				3,431		16,480		20,937		
TOTAL WAGES				118,846		36,557				6,948		30,688		44,653		
	INITIALS	TITLE OR CLASS.	% FTE	ANNUAL SALARY	TOTAL WAGES										J-Pers MCF Per Staff	Staff Traveling (X)
1	TC	MCAH Director (SIDS)	3.00%	100,310	3,009	91.01%	2,739			8.99%	271				48.9%	X
2	TC	MCAH Director	2.00%	100,310	2,006	51.10%	1,025					10.00%	201	38.90%	780	48.9%	X
3	MBB	Administrative Secretary	20.00%	53,403	10,681	51.10%	5,458					13.90%	1,485	35.00%	3,738	48.9%	X
4	AE	Dental Case Manager	40.00%	47,676	19,070	10.00%	1,907			10.00%	1,907	60.00%	11,442	20.00%	3,814	80.0%	
5	EG	HHS Specialist	20.00%	44,291	8,858	40.00%	3,543					60.00%	5,315			60.0%	
6	GK	Account Tech I	5.00%	37,520	1,876	23.12%	434			76.88%	1,442					48.9%	
7	TB	Administrative Analyst	5.00%	58,224	2,911	72.52%	2,111			14.98%	436	12.50%	364			48.9%	X
8	SW	PCG Nurse	25.00%	76,532	19,133	26.75%	5,118			8.25%	1,578	11.41%	2,183	53.59%	10,253	65.0%	
9	MM	PSC Coordinator	30.00%	77,217	23,165	5.00%	1,158					33.39%	7,735	61.61%	14,272	95.0%	
10	NH	MCAH Coordinator	30.00%	93,786	28,136	46.43%	13,063			4.67%	1,314	6.98%	1,964	41.92%	11,795	48.9%	X
11																	
12																	
13																	
14																	
15																	
16																	
17																	
18																	
19																	
20																	
21																	
22																	
23																	
24																	
25																	

BUDGET JUSTIFICATION
PERSONNEL ACTUAL BENEFITS WORKSHEET AND MEDI-CAL FACTOR IDENTIFICATION

Program: Maternal, Child and Adolescent Health
Agency: 201214 Inyo
SubK:
FY: 2012-2013 ORIGINAL

ACTIVE

Version 2 1A-25 Quarterly (MCAH BIH,AFLP-PYD,CHVP)

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	INITIALS	TITLE OR CLASS.	% FTE	ANNUAL SALARY	TOTAL FUNDING	Staff Benefit Rate	Actual Benefit $ Per Staff	Program	MCF %	MCF Type	Requirements (Click link to view)	MCF % Justification Maximum characters = 1024
1	TC	MCAH Director (SIDS)	3.00%	100,310	3,009	46.44%	1,397.52	MCAH	48.9%	Base		
2	TC	MCAH Director	2.00%	100,310	2,006	39.77%	797.87	SIDS	48.9%	Base		
3	MBB	Administrative Secretary	20.00%	53,403	10,681	64.58%	6,897.53	MCAH	48.9%	Base		
4	AE	Dental Case Manager	40.00%	47,676	19,070	57.43%	10,952.13	MCAH	60.0%	Variable	YES	Based on previous year's caseload and Med-Cal rate of cases.
5	EG	HHS Specialist	20.00%	44,291	8,858	61.03%	5,408.16	MCAH	60.0%	Variable	YES	Based on previous year's caseload and Med-Cal rate of cases.
6	GK	Account Tech I	5.00%	37,520	1,876	52.57%	986.21	MCAH	48.9%	Base		
7	TB	Administrative Analyst	5.00%	58,224	2,911	57.12%	1,662.88	MCAH	48.9%	Base		
8	SW	PCG Nurse	25.00%	76,532	19,133	40.60%	7,768.00	MCAH	65.0%	Variable	YES	Based on previous year's caseload and Med-Cal rate of cases.
9	MM	PSC Coordinator	30.00%	77,217	23,165	47.73%	11,056.70	MCAH	95.0%	Variable	YES	Based on previous year's caseload and Med-Cal rate of cases.
10	NH	MCAH Coordinator	30.00%	93,786	28,136	42.79%	12,039.31	MCAH	48.9%	Base		
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

BUDGET JUSTIFICATION
OPERATING EXPENSES

Version 2.1A-25 Quarterly (MCAH,BIH,AFLP-PYD,CHVP)

Program: Maternal, Child and Adolescent Health
Agency: 201214 Inyo
SubK:
Fiscal Year: 2012-2013 ORIGINAL

ACTIVE

	Amount	Travel Expense Justification
Travel Expenses	1,788	Includes travel related expenses (lodging, per diem, etc.) for staff to attend required training or workshop.
		Agencies are responsible for reimbursement of costs above allowable State travel reimbursement rates. State travel reimbursement rates are posted on the MCAH website. To access, click HERE and choose the current AFA fiscal year. The travel reimbursement information link will be located in the Forms section.

	Amount	Training Expense Justification
Training Expenses	412	Includes registration fees and expenses for staff to attend required and related training or workshops.

	Other Operating Expenses	Amount	Other Operating Expense Justification
1	General Operating	2,699	Includes office supplies, postage, duplication, advertising etc.
2	CCLMCAH Dues	1,100	Annual CCLMCAH dues
3	Motivational Redirectives	1,900	Various Motivation redirectives (dental and prenatal education tools)
4	Rents / Janitorial	1,910	Includes Rent @ 159.17 x 12 mo= $1910.00 plus janitorial services
5	Utilities	175	Includes phone, electricity, gas and water
6	Tollfree phone	500	Tollfree phone expenses
7	Motorpool	620	Travel to and from trainings and with in County area
8			
9			
10			
11			
12			
13			
14			
15			

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). If there are any questions regarding which expenses may not be eligible for Federal matching funds please contact the appropriate MCAH Contract Manager or Program Consultant.

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

BUDGET JUSTIFICATION
CAPITAL EXPENDITURES

Version 2.1A-25 Quarterly (MCAH,BIH,AFLP-PYD,CHVP)

Program: Maternal, Child and Adolescent Health
Agency: 201214 Inyo
SubK:
Fiscal Year: 2012-2013 ORIGINAL

ACTIVE

List each Capital Expenditure	Amount Budgeted
TOTAL CAPITAL EXPENDITURES	

BUDGET JUSTIFICATION
OTHER COSTS

Version 2.1A-25 Quarterly (MCAH,BIH,AFLP-PYD,CHVP)

Program: Maternal, Child and Adolescent Health
Agency: 201214 Inyo
SubK:
Fiscal Year: 2012-2013 ORIGINAL

ACTIVE

	Subcontracts	Amount Budgeted	Other Costs Justification
1			
2			
3			
4			
5			
6			
7			
8			

	Other Charges	Amount Budgeted	Other Charges Justification
	Agency's Other Indirect Costs *		
1			
2			
3			
4			
5			
6			
7			

* Agency's Other Indirect Costs is the difference between an Agency's total indirect cost for their program and the amount shown for Indirect costs on the Budget Summary Page.

Title: MCAH Director/SIDS Coordinator
Clinical Services Director

Assigned: Maternal Child and Adolescent Health Program

Definition: The main charge of the MCAH Director is to provide overall direction of the MCAH programs to promote the health and well being of women of reproductive age, infants, children and adolescents. To accomplish this, the MCAH Director along with the MCAH Coordinator assesses MCAH needs and develops and implements a plan to work towards facilitating solutions.

Duties:

- Participate in community/agency, task force/communities to promote services
- Coordinate with groups and agencies providing similar services to advocate for and promote development of client services through networking.
- Provide skilled professional medical expertise to develop the medical component and input in the planning and prioritizing the activities of Inyo County Health & Human Services.
- Provide Program directive and supervision of the MCAH Coordinator.
- Assess the service capacity and identify gaps in services.
- Collect, maintain, and analyze reporting and recording system data elements for use on program evaluation.
- Develop strategic plan and establish MCAH goals and objectives.
- Develop strategies to increase system capacity and to close service gaps.
- Provide the skilled medical professional expertise to develop the county public health response protocol to a probable SIDS.
- In collaboration with the MCAH Coordinator assure public health staff readiness for the potential SIDS family case work.
- Assess progress toward reaching Inyo County Health & Human Services's medical related goals stated in the annual plan with documentation of progress and quality medical indicator thresholds.
- Use skilled medical professional expertise to perform medical audits of clients records.
- Develop methods of measuring outcomes and evaluating progress toward achieving both State and local year objectives.
- Participate in the recruitment, selection and hiring process; perform employee evaluations.
- This position must be a Skilled Professional Medical Personnel (SPMP).

Title: Administrative Secretary III

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the supervision of the Maternal Child Health Director, provides clerical support to the MCAH program and staff. In addition, compiles medically related statistics and copies and files medically related articles and program information.

Duties:

- Compiles medically related statistics and researches relevant information on target population as requested by MCAH Director and/or MCAH Coordinator
- Under the direction of the MCAH Director and/or MCAH Coordinator attends specific identified meetings to take minutes
- Program specific formatting, printing and distributing of MCAH related reports, correspondences etc…
- Provides program administrative assistance for Health Department staff and community service providers to include the following programs: Every Woman Counts, California Health & Disability Program, Health Families, Immunization Program and Immunization Registry.
- Works with fiscal staff to review and maintain ongoing budget spending and planning in collaboration with MCAH Director and/or Coordinator

Title: Dental Case Manager
Prevention Specialist

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the direction of the Maternal Child and Adolescent Health Director provides "gatekeeping" functions for the Medi-Cal eligible population unable to access dental care. Provides client assessments, assists into Medi-Cal, sets dental appointments, and provides transportation to assure compliance.

Duties:

- Under the direction of the MCAH Director, informs and assists the Medi-Cal eligible population to obtain Medi-Cal.
- Assists families with children eligible for Health Families with the application process.
- Conducts informational presentations to inform the target population about access into dental care through the Inyo County Oral Health Initiative Program.
- Work with the family to identify health & dental needs and refer to appropriate providers and support services.
- Assist clients to obtain Medi-Cal through informing them of eligibility requirements, application process, and arrange for appointments and accompany, as needed, clients to interview with eligibility worker.
- Assists the family in the identification of barriers to dental care.
- Develops with the family individual plans to address dental needs.
- Coordinates and provides transportation services to care.
- Provides reminder call to scheduled clients.
- Accompanies clients to dental services.

Title: Outreach Worker
Health and Human Services Specialist

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the direction of the Perinatal Services Coordinator (PSC) assists in the establishment of outreach strategies for the Hispanic population and provides home visits to high risk pregnant women. Provides training and information to professionals and the targeted population specific to prenatal access.

Duties:

- Under the direction of the PSC, informs high risk populations and women of reproductive age of programs that will benefit them.
- Assists client to obtain Medi-Cal through informing them of eligibility requirements, application process and arrange for appointments and accompany, as needed, clients to interview with the eligibility.
- Under the direction of the PSC, assist and support the client's efforts to achieve health services plan objectives.
- Work with the PSC to prioritize medical needs and coordinate client referrals and resources.
- Participate in interagency coordination of efforts to outreach to Hispanic women to promote early access to perinatal services.

Title: Account Tech I

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the supervision of the Fiscal Supervisor, assists in preparation of quarterly claims.

Duties:

- Collects the documentation necessary for claims reimbursement.
- Purchases of supplies.
- Maintains inventory of supplies.
- Prepares the claims for reimbursement.

Title: Administrative Analyst II

Assigned: Maternal Child and Adolescent Health Program

Definition: Under the direction of the MCAH Director, prepares the claims for reimbursement, assists with the completion of the state and county budgets and provides fiscal support for the MCAH programs.

Duties:

- Prepares program and county budget.
- Monitors program and county budget.
- Supervises program claiming, purchasing and payroll.
- Prepares financial reports.
- Processes all personnel documents.

Title: Perinatal Care Guidance Nurse
Registered Nurse

Assigned: Maternal Child and Adolescent Health Program

Definition: The PCG Nurse will outreach to Medi-Cal eligible women to assure early entry into prenatal care. The nurse will work with the Perinatal Services Coordinator (PSC) and other outreach services to avoid duplication and share resources. The high-risk targeted population will be provided assistance into care and the assurance of the continuation of care. The promotion of the immediate preventive services for the infant.

Duties:

- Conduct informational presentations to inform the general public, target population and organizations about early and continuous perinatal care.
- Identify, refer and follow-up need for prenatal and pediatric care and other support services.
- Design and implement strategies that inform high risk population groups of medical programs that will benefit them.
- Identify potential medically at risk women and refer to appropriate providers and support services.
- Assist client to obtain Medi-Cal through informing them of eligibility requirements, application process, and arrange for appointments and accompany, as needed, clients to interview with the eligibility worker.
- Conduct psychosocial, nutrition and educational assessments and develop medical component of service plans to address individual needs for medical and social support services.
- Evaluate health care services plan, complete narratives and summaries in client's records and revise as necessary.
- Assist and support the client efforts to achieve health care services plan objectives.
- Conduct interagency case conferences to address, access and evaluate medical goals of health care services plan.
- Prioritize medical needs and coordinate client referrals and resources.
- Provide assistance to providers and agencies regarding coordination and tracking systems.
- Participate in interagency coordination and collaboration to assure optimal provider capacity building and to promote early access to Perinatal health worker staff and other service providers working with the client population.
- Training related to the skilled professional medical professionals performance of allowable administrative activities.
- This position must be a Skilled Professional Medical Personnel (SPMP).

Title: Perinatal Services Coordinator
Public Health Nurse

Assigned: Comprehensive Perinatal Services Program

Definition: The PSC functions to assess, plan and implement local CPSP activities. The coordinator will identify and work to recruit CPSP providers and assist potential providers in the application process. Technical assistance will be offered to providers through ongoing contact by the provider. The PSC will work with the MCAH Director to identify unmet needs/problems of the Perinatal population and develop activities to address them.

Duties:

- Design and carry out strategies to inform high-risk Perinatal populations and women of reproductive age of programs that will benefit them.
- Provide technical assistance to other agencies/programs that interface with the Perinatal care needs of clients.
- Participate in provider meetings and workshops on issues of the multi-disciplinary needs of the pregnant women and her family.
- Develop medical and dental referral resources such as referral directories, round tables and advisory groups.
- Assist in health care planning and resource development with other agencies which will improve the access, during first trimester of prenatal to all pregnant women.
- Assess the effectiveness of inter-agency coordination in assisting the perinatal client to access health care services in a seamless delivery system.
- Provide professional medical expertise in developing, conducting, and/or participating in in-service and provider workshops targeting the perinatal population.
- Orient new staff to the program's medical procedures and protocols.
- Attend educational programs relevant to the skilled medical professional and scope of medical services administered by the program.
- Assess perinatal services capacity, identify gaps, and contribute to the development of the strategic plan and MCAH goals and objectives.
- Assist in the development of strategies to increase system capacity and to close service gaps to the perinatal population and their families.
- Assess progress toward reaching goals outlined in the MCAH annual plan with documentation of progress and quality medical indicator thresholds.

- Work with MCAH Coordinator & Director to develop medical criteria using skilled medical professional expertise to monitor provider capacity and availability to assure appropriate medical services are available to clients.
- Review medical record keeping and data collection system elements for quality indicators using skilled medical expertise.
- This position must be a Skilled Professional Medical Personnel (SPMP).

Title: MCAH Coordinator
Public Health Nurse

Assigned: Maternal Child and Adolescent Health Program

Definition: The MCAH Coordinator along with the MCAH Director assess the MCAH needs and develops and implements a plan to work towards, facilitating solutions. In collaboration with the medical community, service providers and individuals, the MCAH Coordinator functions as an advocate promoting access to care and appropriate utilization of services for the target population.

Duties:

- Establish a system of referrals between agencies.
- Participate in community/agency, task force/communities to promote services
- Coordinate with groups and agencies providing similar services to advocate for and promote development of client services through networking.
- Use skilled medical expertise, evaluate the medical and dental provider/system capacity and availability and network to provide solutions.
- Use medical expertise; provide consultation in the development of medical media campaigns and health education resources and materials.
- Provide professional medical expertise and representation at the Children Services Council, HIV/AIDS Task Force, Sexual Assault Response Team, Every Woman Counts: Breast and Cervical Cancer Detection, Headstart Health Advisory Board, Domestic Violence Taskforce, and other community boards to advocate the needs of the maternal and child health population.
- Provide medically related skilled professional medical expertise in developing interagency agreements with network health care providers to assure delivery of medically necessary services.
- Provide skilled professional medical background and knowledge to develop medical referral resources such as medical specialty, referral directories, medical roundtables and advisory groups to advise on community standards of practice.
- Use skilled professional expertise to promote MCAH program to potential providers.

- Assess the service capacity and identify gaps in services.
- Collect, maintain, and analyze reporting and recording system data elements for use on program evaluation.
- Develop strategic plan and establish MCAH goals and objectives.
- Develop strategies to increase system capacity and to close service gaps.
- Conduct community planning and advisory meetings related to medical issues and serve in leadership role.
- Provide professional medical expertise in developing, conducting, and/or participating in in-service and provider workshops.
- Use skilled medical professional knowledge to develop a written staff training plan and orient new staff to the program's medical procedures and protocols.
- Attend educational programs relevant to the skilled medical professional and scope of medical services administered by the program.
- Assess progress toward reaching Inyo County Health & Human Services's medical related goals stated in the annual plan with documentation of progress and quality medical indicator thresholds.
- Work with the Perinatal Services Coordinator to develop medical criteria using skilled medical professional expertise to monitor medical provider capacity and availability to assure appropriate medical services are available to clients.
- Use skilled medical professional expertise to perform medical audits of clients records.
- Develop methods of measuring outcomes and evaluating progress toward achieving both State and local year objectives.
- Develop and review program policies, procedures and standard protocols.
- Develop and assess the effectiveness of assessment and referral forms, plan of care documents, etc.
- Provide general supervision of staff.
- Draft, analyze and/or review reports, documents, correspondence and legislation.
- Participate in the recruitment, selection and hiring process; perform employee evaluations.
- This position must be a Skilled Professional Medical Personnel (SPMP).

DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Division
Jean Turner, Director
207A West South Street
Bishop, CA 93514
TELEPHONE (760) 873-7868
FAX (760) 873-7800
EMAIL healthofficer@inyocounty.us

COUNTY OF INYO

November 6, 2012

California Department of Health Services
Maternal, Child and Adolescent Health
Operations Section
ATTN: Jonathan Alspektor, Contract Manager
MS 8300
P.O. Box 997420
Sacramento, California 95899-7420

Re: Request for waiver

Dear Jonathan,

The current MCAH Coordinator will function within the MCAH budget at 30% FTE. Inyo County is requesting approval of the FTE waiver.

The Inyo County MCAH staff will continue to function as a team to address the needs of the maternal, child and adolescent population. The team consists of the MCAH Director, the Coordinator, Perinatal Services Coordinator, and Perinatal Care Guidance nurse.

Thank-you,

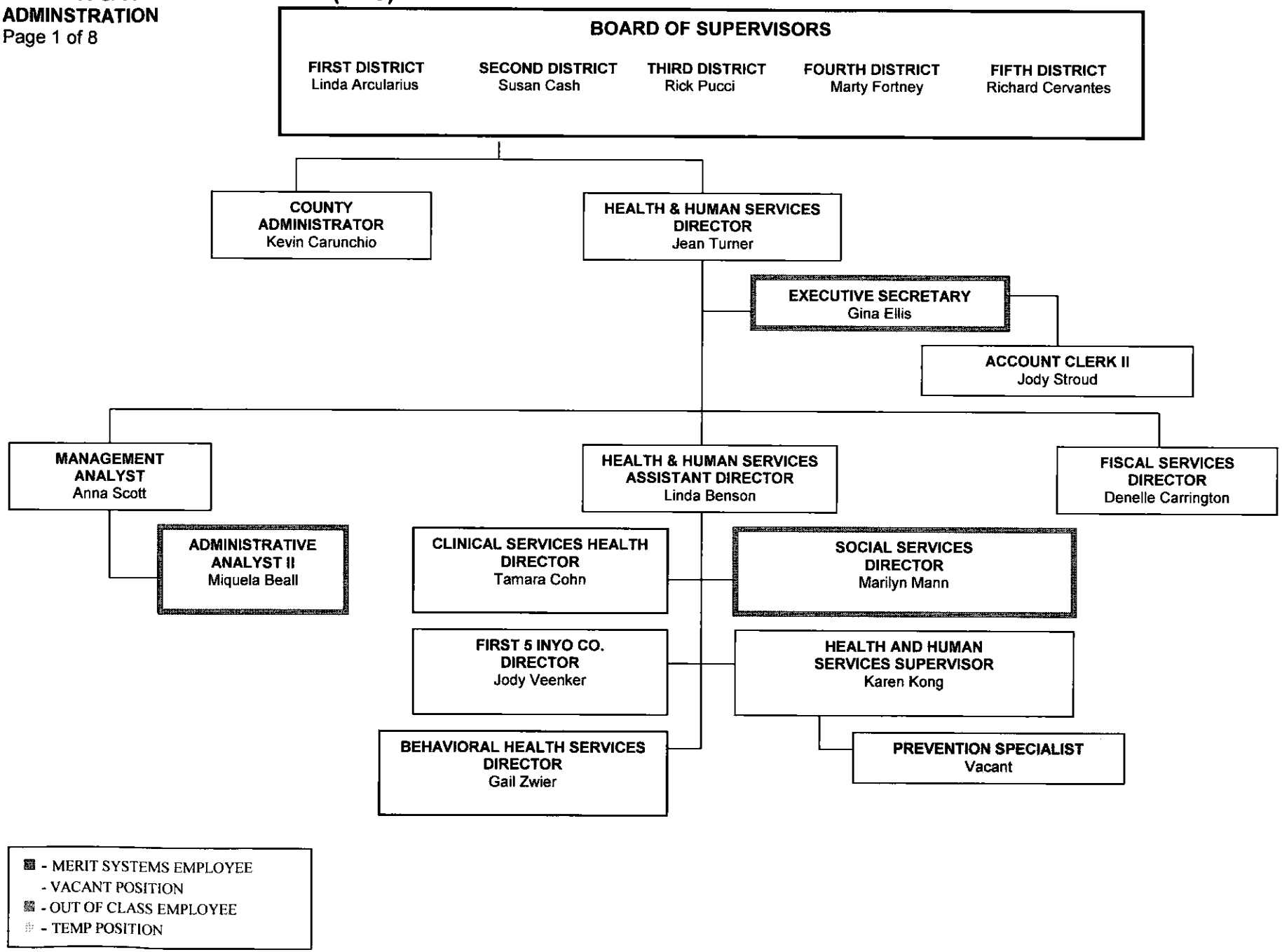
Tamara A Cohn

Tamara A. Cohn, PHN
MCAH Director

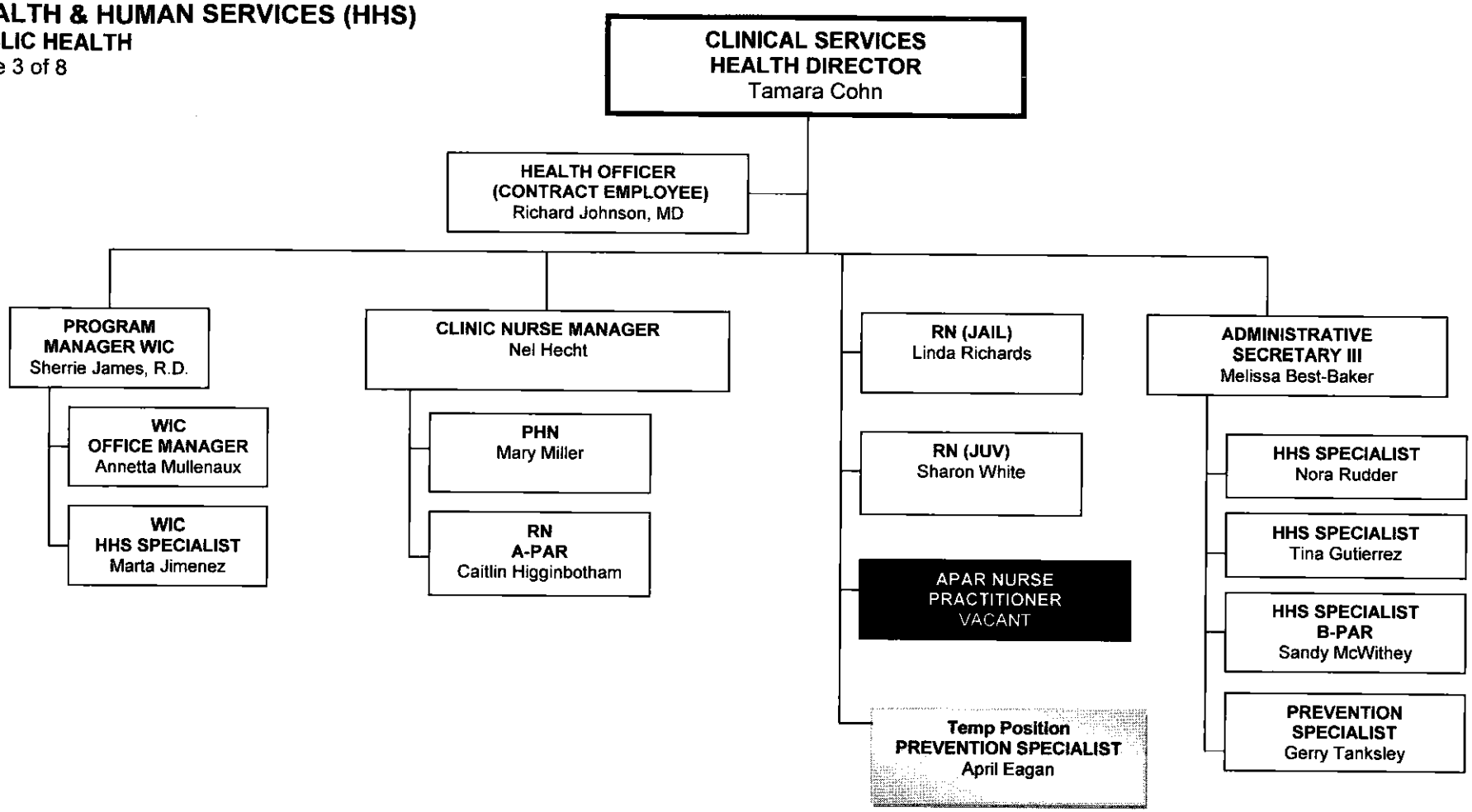
COUNTY OF INYO

HEALTH & HUMAN SERVICES (HHS)

ADMINSTRATION

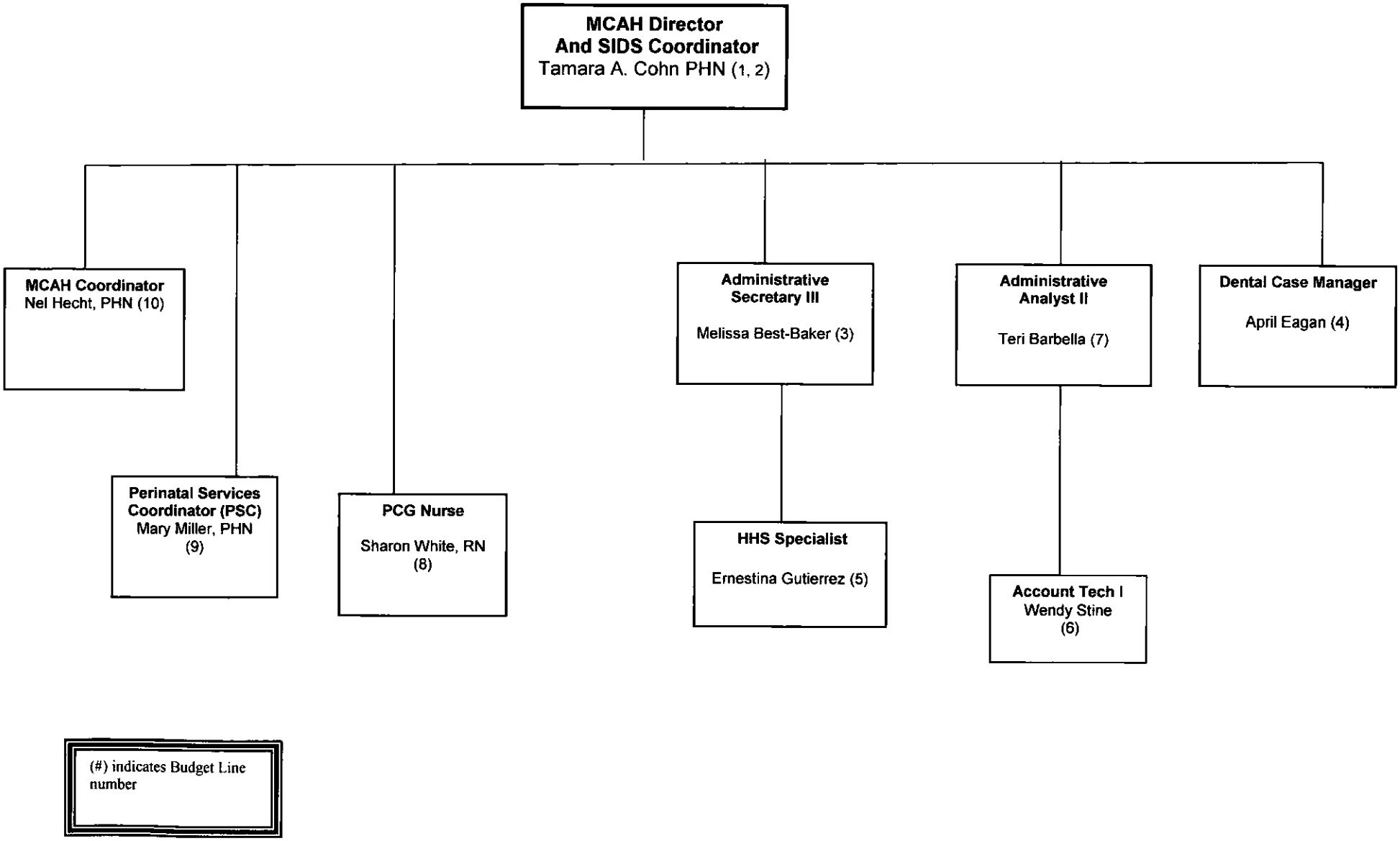


COUNTY OF INYO
HEALTH & HUMAN SERVICES (HHS)
PUBLIC HEALTH



- MERIT SYSTEMS EMPLOYEE
- VACANT POSITION
- OUT OF CLASS EMPLOYEE
- TEMP POSITION
- NON-BUDGETED POSITION

Maternal, Child and Adolescent Health (MCAH) Organizational Chart



Tuesday, November 06, 2012

Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The information generated from this SOW can be used to capture and describe the objectives, activities and outcomes of the MCAH LHJs.

The goals in this MCAH SOW reflect the priorities of the MCAH Division as identified by the federally required 2011-2015 Title V 5-Year Needs Assessment which incorporates local priority needs. All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding general process and outcomes measures. In addition, each LHJ is required to develop at least one specific objective(s) and corresponding intervention activities and evaluation/performance measure(s) for Goals 1, 2 and 3.

Every five years the LHJ is required to use the findings from their Title V Needs Assessment to identify local priority goals and objectives and are encouraged to develop a Five-Year MCAH Action Plan. Each fiscal year the LHJ is required to address one or more local priority objective(s) in their MCAH SOW. Place local priority objective(s) under any of the corresponding Goals 1-6 with the title "Local Priority Objective".

The development of this SOW was guided by several public health frameworks including the 10 Essential Services of Public Health and the three core functions of assessment, policy development and assurance; the Spectrum of Prevention; the Life Course Perspective; the Socioecological Model, and the Social Determinants of Health. Please consider integrating these approaches when conceptualizing and organizing objectives, activities and evaluation measures.

- The 10 Essential Services of Public Health http://www.cdc.gov/nphpsp/essentialServices.html; http://www.publichealth.lacounty.gov/qi/corefcns.htm
- The Spectrum of Prevention http://www.preventioninstitute.org/index.php?option=com_jlibrary&view=article&id=105&Itemid=127
- Life Course Perspective http://mchb.hrsa.gov/lifecourseresources.htm
- The Social-Ecological Model http://www.cdc.gov/ncipc/dvp/social-ecological-model_dvp.htm
- Social Determinants of Health http://www.cdc.gov/socialdeterminants/

Although the State MCAH Division wants each LHJ to make progress towards Title V State Performance Measures and Healthy People (HP) 2020 goals, it is understood that these goals involve complex issues and are difficult to achieve, particularly in the short term. The MCAH Division recognizes the importance of monitoring progress toward reaching long term objectives and that LHJs can only be held accountable for the activities they can realistically achieve given the scope and resources of individual local MCAH programs.

LHJs are also required to comply with requirements as stated in the MCAH Program Policies and Procedures manual such as attending statewide meetings, submitting Agreement Funding Applications and completing Annual Reports.
http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-MCAHProgramPoliciesandProcedures.doc
Additional fiscal requirements are located in the MCAH Fiscal Policies and Procedures Manual at:
http://www.cdph.ca.gov/services/funding/mcah/Documents/MO-MCAHFI-AdminFiscalPolicyProcedures-1011-2010-0-630.doc

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 1: Improve Outreach and Access to Quality Health and Human Services

- **Link the MCAH population to needed medical, mental, social, dental, and community services to promote equity in access to quality services, especially for those who are eligible for Medi-Cal or other publicly provided health care programs [1]**
  - **Outreach services will be targeted to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits [2]**

Long Term Outcome Objectives

1.a Increase the percentage of children and adolescents age 0 to 19 with health insurance from a baseline of (88%) to (92.4 %) by 2015. **HP 2020 AHS-1.1.** Source: http://fhop.ucsf.edu/fhop/data/SOW/t5_16_health_ins_2009-NEW.xls

1.b Decrease the percentage of children age 2-11 without dental insurance from a baseline of (26.1%) to (24.8%) by 2015. **HP 2020 AHS-1.2 (Developmental).** Source: http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_17_dental_ins.xls

1.c Increase the percentage of women age 19-44 with health insurance from a baseline of (80.9%) to (84.945%) by 2015. **HP 2020 AHS-1.1.** Source: http://fhop.ucsf.edu/fhop/data/SOW/CHIS_Health_Insurance_Women_20-44_2009-NEW.xls

1.d Decrease the percentage of unenrolled children age 0-17 who are eligible for Medi-Cal/Healthy Families from a baseline of (66.8%) to (63.46%) by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_0-17_2009_CA_MCAH_County_Groups-NEW.xlsx

1.e Decrease the percentage of unenrolled women, ages 20-44 , who are eligible for Medi-Cal from a baseline of (9.2%) to (8.74%) by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/MediCal_Eligibility_19-44%202007-2009_CA_MCAH_County_Groups%20-%20NEW.xlsx

1.f Insert specific LHJ data collected, if applicable

Data Source

California Health Interview Survey (CHIS), Medi-Cal Statistical Reports, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
1.1-1.8 Develop and maintain required foundational structure and public health activities that improve coordination of and access to local health and human services.	**Assessment** **1.1** Identify and monitor trends in health, including disparities, social determinants and barriers to the provision of health and human services to the MCAH population.	**Assessment** **1.1** List and briefly describe trends in health, including disparities, social determinants and barriers to the provision of health and human services.	**1.1** Complete and submit Annual Report Data Table (Form 1)
	1.2 Identify and monitor local geographic areas and/or population groups that have insufficient access to health and human services.	**1.2** Briefly describe geographic areas or population groups that have insufficient access to health and human services.	
	1.3 Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs and promote increased local access to health and human services.	**1.3** Submit Collaborative Form to document participation, objectives, activities and accomplishments of MCAH-related collaboratives to improve infrastructure and access to health and human services:	**1.3** List products developed to improve infrastructure and access to health and human services and describe outcomes of dissemination
	Policy Development **1.4** Review, revise and enact policies that facilitate access to Healthy Families (HF), Medi-Cal, Access for Infants and Mothers (AIM), or other publicly provided health care programs.	**Policy Development** **1.4** Describe participation in review and development of policy changes and corresponding systems changes that facilitate access to HF, Medi-Cal, AIM, or other publicly provided health care programs.	**Policy Development** **1.4** Describe the impact of policy changes and corresponding systems changes that facilitate access to HF, Medi-Cal, AIM, or other publicly provided health care programs.
	1.5 Work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.	**1.5** Describe efforts to work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.	**1.5** Describe results of work with community organizations to influence policy and address social determinants of health and disparities regarding access to health and human services and/or publicly provided health care programs.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
	Assurance **1.6** Promote MCAH and public health competencies, participation in trainings, and workforce development as resources allow.	**Assurance** **1.6** List trainings and educational events that promoted MCAH and public health competencies and workforce development.	**Assurance** **1.6** Describe outcomes of trainings and educational events that promoted MCAH and public health competencies and workforce development.
	1.7 Conduct activities that promote referrals to HF, Medi-Cal, AIM, and other low cost/no cost health insurance programs for health care coverage [2].	**1.7** Describe activities that promote referrals to referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs for health care coverage. • Provide the number of referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs	**1.7** Describe outcomes of activities that promote referrals to HF, Medi-Cal, AIM or other no/low cost health insurance programs for health care coverage.
	1.8 Provide a toll-free or "no cost to the calling party" telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community [2] .The requirements are as follows: • The service must provide culturally and linguistically appropriate information and referrals to health care providers and practitioners regarding access to prenatal care, and other relevant information • The telephone number must be disseminated widely • The toll free line must be operated during normal business hours. After hours messages must be answered by end of the next business day.	**1.8** Report the following: • Number of calls and the success/barriers toll-free or "no cost to the calling party" telephone information service • Report the number of web hits to the appropriate local MCAH Program webpage	**1.8** Describe outcomes of community information services.
Insert Short and/or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
1.9 Short and/or Intermediate	**1.9** Implement or participate in	**1.9** Develop process measures for the	**1.9** Develop short and/or intermediate

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
Outcome Objective(s) which increase access to health and human services Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	specific LHJ activities that address health disparities, social determinants and barriers to increased access to health and human services:	specific LHJ defined objectives and activities that were implemented to increase access to health and human services:	related performance measures for the specific LHJ defined objectives and activities that were implemented to increase access to health and human services:

1.9a By June 30, 2013, develop and implement a strategy to refer pregnant women to dental care.
 	
1.9b By June 30, 2013, Expansion and implementation of the Inyo County Family Dental Program providing dental case manager services, transportation assistance and referral management of prenatal women having difficulty finding a dental home.
• # of prenatal women receiving transportation assistance
• # of prenatal women receiving dental treatment
• # of prenatal women referred into dental case management
	1.9a Activities include:
	• Collect, create and/or update oral health educational materials for pregnant women.
	• Identify or create 1 client brochure that explains Denti-Cal benefits to enrolled beneficiaries.
	• Meet and collaborate with WIC and other stakeholders to distribute oral health information and resources to pregnant women.
	• Identify opportunities for outreach and education to prenatal population regarding benefits of dental services during pregnancy.
	• Provision of teaching plan targeting pregnant women.
	
	1.9b
	• Provision of dental case management services.
		1.9 a Process measures include:
		• Description of selected resource materials for clients.
		• Tracking of referred women to determine which received treatment.
		  • Number of women referred to Dental Case Manager
		  • Number of women contacted by Dental Case Manager
		  • Number of women assisted into care by Dental Case Manager
		• Number of stakeholder group meetings held and brief description of objectives and outcomes
		• Brief narrative of education activities.
		
		1.9c
		• Report on activities and accomplishments in dental case management program
			1.9a
			• Number of strategies developed and implemented/goal of 1 strategy
			• Briefly describe strategy implemented and process to assure that the strategy is implemented as planned and effective
			1.9b
			• Enumeration of provided services and participants.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 2: Improve Maternal Health

- **Improve maternal health by optimizing the health and well-being of girls and women across the lifecourse** [1]
- **Reduce maternal morbidity and mortality and the increasing disparity in maternal health outcomes** [1]
  - **Assure that all pregnant women will have access to early, adequate and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women** [2]

Long Term Outcome Objectives	**2.a** Decrease the percentage of births within 24 months of a previous birth among women age 15 to 44 from a baseline of (15.08%) to (14.33%) by 2015. **HP 2020 FP -5 (18 mths.)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm **2.b** Decrease the percentage of births within 24 months of a previous birth among women age 12 to 19 from a baseline of (7.59%) to (7.21%) by 2015. **HP 2020 FP -5 (18 mths.)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm **2.c** Increase the percentage of live born infants whose mothers received prenatal care in the first trimester of pregnancy from a baseline of (70.76%) to (74.3%) by 2015. **HP 2020 MICH-10.1**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm **2.d** Increase the percentage of women age 15 to 44 with a live birth during the reporting year whose observed to expected prenatal visits are equal to 80 to 109 percent on the Kotelchuck Index from a baseline of (65.26%) to (68.52%) (APNCU Index- FHOP) by 2015. **HP 2020 MICH-10.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm **2.e** Decrease the rate of domestic violence calls for assistance per 10,000 from a baseline of (93.9) to (89.21) by 2015. **HP 2020 IVP-39 (Developmental).** Source: http://fhop.ucsf.edu/fhop/docs/pdf/mcah/DV1987-2009%20by%20LHJ1.pdf **2.f** Insert specific LHJ data collected, if applicable
Data Source	Birth Statistical Master File, Department of Justice statistics, LHJ specific statistics, if applicable
Healthy People 2020 Objectives	**http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf**
Timelines	All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
2.1-2.5 Develop and maintain required foundational structure and public health activities that improve coordination of and access to early, adequate and high quality perinatal care and maternal health.	**Assessment** **2.1** Identify and monitor trends in disparities and barriers in access to early, adequate and high quality perinatal care and maternal health.	**Assessment** **2.1** List and briefly describe trends in disparities and barriers in access to early, adequate and high quality perinatal care and maternal health.	
	2.2 Identify and monitor local geographic areas and/or population groups that have insufficient access to early, adequate and high quality perinatal care and poor maternal health.	**2.2** Briefly describe geographic areas and/or population groups that have insufficient access to early, adequate and high quality perinatal care and poor maternal health.	
	2.3 Conduct the following activities: a. Collaborate with providers and other third party payers to improve maternal health and extend comprehensive perinatal care to all pregnant women b. Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs to provide access to early perinatal care and CPSP services for all women	**2.3 a & b.** Submit Collaborative Form to document participation, objectives, activities and accomplishments of collaboratives and coalitions that improve maternal health and address access to early, adequate and high quality perinatal care.	**2.3 b.** List products developed to improve access to early, adequate and high quality perinatal care and maternal health and describe outcomes of dissemination.
	Policy Development **2.4** Review, revise and enact policies that facilitate access to early, adequate and high quality perinatal care and improve maternal health.	**Policy Development** **2.4** Describe participation in the review and development of policy changes and corresponding systems changes that facilitate access to early, adequate and high quality perinatal care and improve maternal health.	**Policy Development** **2.4** Describe the impact of policy changes and corresponding systems changes that facilitate access to early, adequate and high quality perinatal care and improve maternal health.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
	2.5 Work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.	**2.5** Describe efforts to work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.	**2.5** Describe results of work with community organizations to influence policy and address disparities regarding access to early, adequate and high quality perinatal care and maternal health.
2.6-2.8 Promote access to and quality of local CPSP.	**Assurance** **2.6** Process applications for identified Medi-Cal providers desiring to become approved CPSP providers.	**Assurance** **2.6** Report the number of current and newly enrolled providers in CPSP and number of Medi-Cal Obstetrical (OB) providers. List barriers to recruitment and retention of OB providers.	**Assurance** **2.6** Describe the impact on access to and quality of CPSP services.
	2.7 Provide consultation and technical assistance to CPSP providers related to the provision of CPSP services.	**2.7** List consultation and/or technical assistance provided to CPSP providers.	**2.7** Describe outcomes of consultation and/or technical assistance provided to CPSP providers.
	2.8 At a minimum, conduct yearly, continuous quality improvement (CQI) and quality assurance activities (QA) for local CPSP providers to ensure that the program is being implemented according to Policies and Procedures and clients are receiving the required nutrition, psychosocial and health education services.	**2.8** List CPSP provider CQI/QA activities that were conducted. Report the number of site visits and face to face contacts with current and potential CPSP providers	**2.8** Describe the results of CQI/QA activities that were conducted.
Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
2.9 Short and/or Intermediate Outcome Objective(s) which improve access to early, adequate and high quality perinatal care and maternal health Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	**2.9** Implement or participate in specific LHJ defined activities to improve access to early, adequate and high quality perinatal care and maternal health:	**2.9** Develop process measures for the specific LHJ defined objectives and activities that were implemented to improve access to early, adequate and high quality perinatal care and maternal health:	**2.9** Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to improve access to early, adequate and high quality perinatal care and maternal health:

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
2.9 By June 30, 2013, Identify top two barriers to accessing early prenatal care.	2.9 1. Convene an ongoing MCAH Advisory Group to develop strategies utilizing available birth data. 2 Update prenatal care providers on the current status of local incidence rate. 3. Enlist prenatal care providers collaboration in gathering patient data and examining outcomes. 4. Using birth certificates obtain a list of women entering prenatal care after the first trimester. 5. Work with WIC and other stakeholders to develop a strategy to assure adequate response to survey process.	2.9 • Documentation of letter to prenatal providers • Review of Birth Certificates and list to identify women who entered into prenatal care after the first trimester. • Number of stakeholder group meetings held and brief description of objectives and outcomes • Distribution of survey inquiring about barriers to seeking care • Review and identify barriers	2.9 • Doctors who responded to patient data request/Doctors sent request for patient data • Number of women who respond/Number of women to be contacted • Identification of two commonly identified barriers

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 3: Improve Infant Health

- **Reduce infant mortality and address disparities by promoting preconception health and health care and by preventing causes such as birth defects, low birth weight/prematurity, SIDS, and maternal complications in pregnancy** [1]

Long Term Outcome Objectives

3.a Decrease the percentage of Low Birth Weight Live Births from a baseline of (9.34%) to (8.87%) by 2015. **HP 2020 MICH-8.1**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.b Decrease the percentage of Very Low Birth Weight Live Births from a baseline of (1.46%) to (1.39%) by 2015. **HP 2020 MICH-8.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.c Decrease the percentage of Preterm Births (less than 37 weeks gestation) from a baseline of (12.48%) to (11.86%) by 2015. **HP 2020 MICH-9.1-9.4**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.d Decrease the rate of perinatal deaths (fetal and infant deaths from 28 wks gestation through 7 days after birth) from a baseline of (.58) to (.577) per 1,000 live births by 2015. **HP 2020 MICH-1.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.e Decrease the rate of neonatal deaths (within the first 28 days of life) from a baseline of (.58) to (.57) per 1,000 live births by 2015. **HP 2020 MICH- 1.4**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.f Decrease the rate of post neonatal deaths (between 28 days and 1 year) from a baseline of (.44) to (.0418) per 1,000 live births by 2015. **HP 2020 MICH-1.5**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.g Decrease the rate of infant deaths (birth to 1 year) from a baseline of (1.02) to (.97) per 1,000 live births by 2015. **HP 2020 MICH -1.3**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

3.h Maintain the status of no infant deaths due to SIDS by 2015. **HP 2020 MICH-1.8**. Source: LHJ statistics

3.i Insert specific LHJ data collected, if applicable

Data Source

LHJ Coroner's Notification Card (CDPH 4411), California SIDS Program compliance monitoring reports, Death Statistical Master File, Birth Statistical Master File, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
3.1-3.7 Develop and maintain required foundational structure and public health activities that improve infant health outcomes.	**Assessment** **3.1** Identify, and monitor trends in perinatal, neonatal, postneonatal and infant health outcomes.	**Assessment** **3.1** List and briefly describe trends in disparities and barriers related to perinatal, neonatal, postneonatal and infant health outcomes.	
	3.2 Identify and monitor local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.	**3.2** Briefly describe local geographic areas and/or population groups that have high rates of poor perinatal, neonatal, postneonatal and infant health outcomes.	
	3.3 Participate in collaboratives, coalitions, networks, etc., and develop products that address unmet needs to prevent poor perinatal, neonatal, postneonatal and infant health outcomes.	**3.3** Submit Collaborative Form to document participation, objectives, activities and accomplishments of collaboratives and coalitions that address poor perinatal, neonatal, postneonatal and infant health outcomes.	**3.3** List products developed to improve infant health outcomes and describe outcomes of dissemination. **(List below)**
	Policy Development **3.4** Review, revise and enact policies that enable the implementation of appropriate interventions to improve infant health.	**Policy Development** **3.4** Describe participation in the review and development of policy changes and corresponding systems changes that improve infant health.	**Policy Development** **3.4** Describe the impact of policy changes and corresponding systems changes that improve infant health.
	3.5 Work with community organizations to influence policy and address disparities in infant health.	**3.5** Describe efforts to work with community organizations to influence policy and address disparities regarding infant health.	**3.5** Describe results of efforts to address disparities in infant health outcomes.
	Assurance **3.6** Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services.	**Assurance** **3.6** (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
	3.7 Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health.	**3.7** Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.	**3.7** Describe results of improved knowledge of staff trainings related to infant health
Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
3.8 Short and/or Intermediate Outcome Objective(s) which promote SIDS risk reduction and community health education Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here. 3.8 Monthly provide SIDS materials to families with newborns in the previous six weeks.	**3.8** Implement or participate in specific LHJ defined activities to promote SIDS risk reduction and health education materials to the community: 3.8 • Acquire and adapt SIDS risk reduction education materials • Inform and educate stakeholders about new SIDS education materials	**3.8** Develop process measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community: 3.8 • SIDS risk reduction education materials on file • Number of families receiving SIDS risk reduction education materials • Stakeholders distribution list of SIDS risk reduction education materials.	**3.8** Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to promote SIDS risk reduction and health education materials to the community: 3.8 • Brief description of county SIDS risk reduction and community health education program • Brief description of process to assure implementation and effectiveness of program
Insert Short and or Intermediate Outcome Objective(s), activities, Evaluation/Performance Measures in the appropriate column below			
3.9 Short and/or Intermediate Outcome Objective(s) which improve infant health outcomes Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	**3.9** Implement or participate in specific LHJ defined activities to improve infant health outcomes:	**3.9** Develop process measures for the specific LHJ defined objectives and activities that were implemented to improve infant health outcomes:	**3.9** Develop short and/or intermediate related performance measures for the specific LHJ defined objectives and activities that were implemented to improve infant health outcomes:

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.9 By June 30, 2013, Identify factors associated with Preterm births (less than 37 weeks gestation) utilizing 2006-2011 birth data	3.9 1. Consult with local prenatal providers to assist in identifying factors associated with preterm births. 2. Identify potential high risk indicators related to preterm deliveries. 3. Review birth certificate data of less than 37 week gestation for high risk indicators.	3.9 • List of potential high risk indicators • Report of review of birth certificates of preterm delivery for high risk indicators. • Review birth certificates of preterm deliveries for Method of Delivery, Complications and Procedures of Pregnancy and Concurrent Illnesses, Complications and Procedures of Labor and Delivery and Abnormal Conditions and Clinical Procedures related to the newborn. • Documentation of consultation with local prenatal providers	3.9 • Development of measurements to identify preterm risks

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 4: Improve Nutrition and Physical Activity

- **Promote healthy nutrition and physical activity among MCAH populations throughout the lifespan beginning with exclusive breastfeeding of infants to six months of age**[1]

Long Term Outcome Objectives (Choose one or more. Delete those not chosen.)

4.a Increase the percentage of any breastfeeding at the hospital from a baseline of (94.6%) to (96.97%) by 2015. **HP 2020 MICH -21**. Source: http://fhop.ucsf.edu/fhop/data/SOW/MO-BFP-CountyofResidenceBreastfeedingbyRaceReport-2009.pdf

4.b Decrease the percentage of children less than age 5 who are overweight from a baseline of (36.4%) to (34.58%) by 2015. **HP 2020 NWS 10.0 (children age 2-5 yrs)**. Source: http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 2-5 2009 final.xlsx

4.c Decrease the percentage of children age 5-19 who are overweight from a baseline of (41.5%) to (39.43%) by 2015. **HP 2020 NWS-10.4 (children and adolescents 5-19 yrs)**. Source: http://fhop.ucsf.edu/fhop/data/SOW/PEDNSS 5-19 2009 final.xlsx

4.d Insert specific LHJ data collected, if applicable

Data Source

California Pediatric Nutrition Surveillance System, Genetic Disease Branch, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Descriptions and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s) which promote healthy nutrition and physical activity in the MCAH population. Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	**4.1** Place any specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 4.1, 4.2, 4.3, 4.4, etc. Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm	Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 4.1, 4.2, 4.3, 4.4, etc.	**4.1** Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Descriptions and Measures	**Short and/or Intermediate Outcome Measure(s)**
Local Priority Objective 4.1a. Develop a unified approach to addressing childhood obesity in Inyo County through the collaborative, Childhood Obesity Work Group 4.1b. By June 30, 2013, develop a 12 month strategic plan to identify activities of participating stakeholders in community events.	4.1a. Designate Childhood Obesity Work Group meeting agenda to develop a community conceptual approach. 4.1b Utilizing a unified approach, develop a strategic plan including activities, and methods of evaluation of activities throughout the 12 month calendar starting at Quarter 1 of the fiscal year.	4.1b Description of group process to identify group focus for 12 month calendar. • Description of activities • Number of community events which include multiple stakeholders • Briefly describe objectives, activities and outcome measures of the Childhood Obesity Work Group	4.1a Description of strategic plan, activities and process to evaluate effectiveness of strategic plan and activities.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 5: Improve Child Health

- **Support the physical, socio-emotional, and cognitive development of children, including the prevention of injuries, through the implementation of prevention, early identification and intervention strategies** [1]

Long Term Outcome Objectives (Choose one or more. Delete those not chosen.)

5.a Decrease the rate of deaths age 1-14 per 100,000 from a baseline of (.012) to (.011) by 2015. **HP 2020 MICH 3-4.** Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.b Increase the percentage of children age 2-11 who have been to the dentist in the past year from a baseline of (86.5%) to (90.825%) by 2015. **HP 2020 OH-7**. Source: http://familymedicine.medschool.ucsf.edu/fhop/docs/excel/mcah_t5/t5_18_dental_vis.xls

5.c Decrease the rate of asthma hospitalizations for children age 0-4 per 10,000 from a baseline of (.068) to (.0646) by 2015. **HP 2020 RD -2.1**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.d Maintain no asthma hospitalizations for children age 5-17 per 10,000 by 2015. **HP 2020 RD -2.2.** Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.e Decrease the rate of mental health hospitalizations for children age 5-14 per 10,000 from a baseline of (.082) to (.078) by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.f Decrease the rate of non-fatal injury hospitalizations for children age 0-14 per 10,000 from a baseline of (.27) to (.2565) by 2015. **HP 2020 IVP 1.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.g Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 0-14 per 10,000 from a baseline of (.044) to (.0418) by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

5.h Decrease the rate of children living in foster care each January per 1,000 from a baseline of (4.4) to (4.18) by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/Children in Foster Care_2010.xls

5.i Decrease the percentage of children age 0-17 living in poverty from a baseline of (18.5%) to (17.37%) by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates_CA Counties_0-17_2009.xlsx

5.j Insert specific LHJ data collected, if applicable

Data Source

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Department of Social Services, Child Welfare Dynamic Report System, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf

Timelines

All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
Insert Short and/or Intermediate Outcome Objective(s) which improve the physical, socio-emotional, and cognitive development of children. Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	**5.1** Place specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 5.1, 5.2, 5.3, 5.4, etc. Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm	Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 5.1, 5.2, 5.3, 5.4, etc.	**5.1** Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities
Local Priority Objective 5.1a By June 30, 2013, Development of self-referral mechanisms into dental case management program. 5.1b By June 30, 2013, Ongoing Dental Case Management Program review of services provided and numbers of participants to identify trends based on community/school interventions in last 5 years. 5.1c By June 30, 2013, Ongoing implementation of the Inyo County Family Dental Program providing dental case manager services, transportation assistance and referral management of children having difficulty finding a dental home. • # of schools participating in education activities	5.1a Identify potential outreach activities that would generate self-referrals into dental case management program. 5.1b • Identification of additional detailed data to be collected. • Review program statistics and participant data 5.1c • Provision of teaching plan targeting the school aged children • Provision of dental case management services.	5.1b Development of improved data collection and tracking mechanisms to more clearly define outcomes and trend data. 5.1c • Brief narrative of education activities • Report on activities and accomplishments in dental case management program	5.1a Enumeration of outreach activities. 5.1b 2013/14 Dental Case Management objectives. 5.1c Enumeration of provided services and participants.

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
• # of students receiving education activities • # of clients receiving transportation assistance • # of children receiving dental treatment • # of children referred into dental case management • # of clients and reasons for denying services after referral has been made.			

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Goal 6: Improve Adolescent Health

- **Promote positive youth development strategies to support the physical, mental, sexual and reproductive health of adolescents** [1]

Long Term Outcome Objectives (Choose one or more. Delete those not chosen.)

6.a Maintain no births among adolescent females age 10-14 by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.b Decrease the birth rate among adolescent females age 15-17 from a baseline of (19) to (18.91) by 2015. **HP 2010. FP 8.1 (pregnancy rate)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.c Decrease the birth rate among adolescent females age 18-19 from a baseline of (68.2) to (64.79) by 2015. **HP 2010 FP 8.1 (pregnancy rate)**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.d Decrease the birth rate among adolescent females age 15-19 from a baseline of (38.39) to (36.47) by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.e Decrease the rate of Chlamydia per 1,000 females age 15-19 from a baseline of (181.3) to (172.24) by 2015. **HP 2020 STD 1.1 (females 15-24 yrs.)**. Source: http://www.cdph.ca.gov/data/statistics/Documents/STD-Data-Chlamydia-Provisional-Tables.pdf

6.f Maintain the rate of no asthma hospitalizations for children age 5-17 per 10,000 by 2015. **HP 2020 RD 2.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.g Decrease the rate of deaths age 15-19 per 100,000 from a baseline of (.024) to (.0228) by 2015. **HP 2020 MICH 4.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.h Decrease the rate of mental health hospitalizations for adolescents age 15-19 per 10,000 from a baseline of (82.12) to (78.01) by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.i Decrease the rate of non-fatal injury hospitalizations for adolescents age 15-24 per 10,000 from a baseline of (59.62) to (56.64) by 2015. **HP 2020 IVP 1.2**. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.j Decrease the rate of non-fatal motor vehicle accident injuries age 15-24 per 100,000 from a baseline of (1731) to (1644) by 2015. **HP 2020 IVP – 14.** Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm (see Workbook B indicator 24b)

6.k Decrease the rate of non-fatal injury hospitalizations for motor vehicle accidents age 15-24 per 10,000 from a baseline of (4.9) to (4.655) by 2015. Source: http://familymedicine.medschool.ucsf.edu/fhop/htm/ca_mcah/counties/index.htm

6.l Decrease the percentage of children age 0-17 living in poverty from a baseline of (18.5%) to (17.58%) by 2015. Source: http://fhop.ucsf.edu/fhop/data/SOW/Poverty Rates_CA Counties_0-17_2009.xlsx

6.m Insert specific LHJ data collected, if applicable

Data Source

OSHPD Patient Discharge Data, California Highway Patrol Statewide Integrated Traffic Records System, California Departn of Social Services, Child Welfare Dynamic Report System, U.S. Census Bureau, LHJ specific statistics, if applicable

Healthy People 2020 Objectives

http://www.healthypeople.gov/2020/topicsobjectives2020/pdfs/HP2020objectives.pdf

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

Timelines All the intervention activities identified in this SOW are to be conducted within the term of the Agreement's fiscal year.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures *(Report on these measures in the Annual Report)*	
		Process Description and Measures	**Short and/or Intermediate Outcome Measure(s)**
Insert Short and/or Intermediate Outcome Objective(s) which promote positive youth development. Add specific LHJ short and/or intermediate outcome objective(s) which correspond to key intervention activities in column two here.	**6.1** Place specific LHJ defined intervention activities to meet the Outcome Objective(s) here. Number each intervention activity sequentially, such as, 6.1, 6.2, 6.3, 6.4, etc. Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm	Develop process measures for each specific LHJ defined intervention activity. Number sequentially to correspond with each intervention activity, such as, 6.1, 6.2, 6.3, 6.4, etc.	**6.1** Develop short and/or intermediate outcome related performance measures for the specific LHJ defined objectives and activities

[1] 2011-2015 Title V State Priorities
[2] Title V Requirement

For Clerk's Use Only:
AGENDA NUMBER

14

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 18th, 2012

SUBJECT: HOME Loan Program, Letter of Subordination for the Dews HOME Loan.

DEPARTMENTAL RECOMMENDATION:

Authorize the Chair to sign the Letter of Subordination as a Second Lien holder with a loan financed by the HOME Grant Program on the property located at 2251 Early Pond, Bishop, CA 93514, that is owned by Ian and Shannon Dews.

SUMMARY DISCUSSION:

In June, 2006 the County entered into an agreement with the California Department of Housing and Community Development to receive and administer the $1,000,000 awarded to the County for the HOME Grant Program. This money was to be used for a First Time Homebuyers Program, allowing low income families the opportunity for homeownership. Four loans were awarded by the County with the HOME Grant Program monies. These loans bridged the gap between what the applicants could borrow from a traditional lender, the up-front money they had, and the price of the property they were purchasing.

In January 2008, Ian and Shannon Dews entered into a Loan Agreement with the County for $180,000. This money was used for a down payment on the property located at 2251 Early Pond in Bishop. The terms of their loan with the County calls for a deferral period of 30-years, ending in January 2038. After January 2038, the Dews will enter into a 15-year repayment program with the County.

Currently, the Dews have applied and been approved for a loan to refinance the existing loan secured by the first lien on the property. The new loan will lower their current monthly payments, and put them in a better financial position to eventually payback the second loan they have with the County. In order for the Dews to complete the refinance, the lender is requesting a Letter of Subordination from the County as a lien holder. The Letter of Subordination will subordinate the County's lien to that of the new lender. Without this letter the Dews cannot complete the refinance of their property.

The County's loan servicing agreement with the Dews allows for the County to subordinate in the event of a refinance. The conditions for subordination are:

1. There is no "cash out" as part of the refinance, meaning no additional charges on the transaction above loan and escrow closing fees;

2. There are no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs;

3. The refinance should lower the housing cost with a lower interest rate; and,

4. The total indebtedness on the property should not exceed the current market value.

Staff has reviewed the Truth in Lending Statement for this refinance and found that the new loan meets requirements 1-3 explicitly. Requirement 4 cannot be fully evaluated as the new loan is through a Freddie-Mac "Making Home Affordable" program that does not require an appraisal of the property. Staff believes, however, that the County should provide the Letter of Subordination. The loan is for an amount that is lower than the original first loan and has a lower interest rate, which effectively reduces the Dews' total housing costs and puts them in a better position to pay the County back beginning in 2038.

The Letter of Subordination will keep the County's loan to the Dews in a second position to collect its debts from the Dews in the event of a sale through foreclosure. This is the County's current position; the Letter of Subordination effectively changes nothing; and therefore, does not create new risk to the County.

ALTERNATIVES:

- Do NOT approve and sign the Letter of Subordination. This will keep the Dews from refinancing their home and lowering their monthly payments.

- Return to staff with direction. This is not recommend as the Letter of Subordination is time sensitive and if it is not approved by December 31, 2012 the Dews will lose out on this loan refinance opportunity.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
After January 2038 the County will begin to receive payments from the Dews including 1% interest.

APPROVALS	
COUNTY COUNSEL: yes	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* 12/10/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman 12/11/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 12-10-12

Attachment:

- Letter of Subordination.

CONTINUATION OF SUBORDINATION AGREEMENT

RECORDING REQUESTED BY:
Sea Country Escrow, Inc.
Order No. 15424309
Escrow No. 22289-BH
Parcel No. 011-120-33

AND WHEN RECORDED MAIL TO:

THE COUNTY OF INYO
P.O. DRAWER L
INDEPENDENCE, CA 93526

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this **07 day of December, 2012**, by **Ian T. Dews and Shannon M. Dews, Husband and Wife as Joint Tenants** owner of the land hereinafter described and hereinafter referred to as "Owner", and **The County of Inyo, a Political Subdivision of the State of California** present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **Ian T. Dews and Shannon M. Dews** did on **January 10, 2008**, execute a deed of trust to **Inyo-Mono Title Company, a California Corporation**, as trustee, covering:

That portion of the North half of the Northeast Quarter of the Norwest Quarter of Section 1, Township 7 South, Range 32 East, M.D.M., in the County of Inyo, State of California. (EXACT LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

to secure a note in the sum of **$180,000.00**, dated **January 10, 2008**, in favor of **The County of Inyo, a Political Subdivision of the State of California**, which deed of trust was recorded **January 11, 2008**, as Instrument No. **2008-0000066-00**, Official Records of said county and is subject and subordinate to the deed of trust next hereinafter described; and

WHEREAS, Owner has executed, or is about to execute, a note in the amount of **$130,700.00**, dated _____, in favor of **Plaza Home Mortgage, Inc.**, payable with interest and upon the terms and conditions described therein, which note evidences an additional loan to be made by Lender to Owner under the terms and conditions described therein, and secured by said deed of trust in favor of Lender; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
2. That Lender would not make its loan above described without this subordination agreement.
3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OR WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

BENEFICIARY	OWNER
_____	_____
	Ian T. Dews
_____	_____
	Shannon M. Dews

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "C")

For Clerk's Use Only:
AGENDA NUMBER

15

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☒ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Request to fill one or two Account Technician position(s)

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

A) The availability of funding for this requested positions comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
B) where internal candidates meet the qualifications for the position of Account Technician, the position could possibly be filled through an internal recruitment, however , an open recruitment would be more appropriate to ensure qualified applicants apply; and
C) approve the hiring of one Account Technician I at Range 55 ($2,910-$3,537) or Account Technician II at Range 59($3,194-$3,880), or Account Technician III at Range 63($3,502-$4,261), depending upon qualifications; and
D) approve the hiring of a second Account Technician I,II, or III if an internal recruitment is successful leaving an additional vacancy.

SUMMARY DISCUSSION:

Recently, an Account Technician that has been out on leave since June 2012 retired. The office has been short-staffed through fiscal year end, audit season and State reporting deadlines while struggling to stay current on the daily work. Additionally, we lost our Account Clerk on December 6th. While we have a temporary clerk, the loss of knowledge has created even more pressure on the remaining staff to stay current with the work load and maintain a high level of accuracy. While the existing staff has done a phenomenal job, they are at their breaking point, so I am asking your board to approve this (these) position(s) and provide some relief. We will continue to use a temporary Account Clerk while we evaluate our long-term needs for that position.

ALTERNATIVES:

Your Board could choose not to approve the hiring of this position which would negatively impact the daily operations of the Auditor's office.

FINANCING:

There is sufficient appropriation in the board-approved Auditor's budget (010400), salary object codes to fund this (these) position(s).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* N/A Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Amy Shepherd Approved: yes 12/4/12 Date:
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Sue DC Approved: ✓ 12/4/12 Date:

DEPARTMENT HEAD SIGNATURE: Leslie L. Chapman Date: 12/4/12
(Not to be signed until all approvals are received)

For Clerk's Use Only:
AGENDA NUMBER

16

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: AUDITOR-CONTROLLER

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Request to fill the Assistant Auditor-Controller Position

DEPARTMENTAL RECOMMENDATION:

Request your Board find that, consistent with the adopted Authorized Position Review Policy:

A) The availability of funding for the requested position comes from the General Fund, as certified by the Auditor-Controller and concurred with by the County Administrator; and
B) where internal candidates meet the qualifications for the position of Assistant Auditor-Controller, the position will be filled through a closed departmental recruitment; and
C) approve the hiring of one Assistant Auditor-Controller at flat salary rate of $6074.

SUMMARY DISCUSSION:

First and foremost, let me congratulate Amy Shepherd for earning her Bachelor's degree in Business Administration/Accounting while serving as full-time Management Analyst for the Auditor-Controller's office and raising a family including soccer mom, Little League mom, etc. This is no easy feat and I sincerely applaud her.

As your Board probably remembers, after losing my last assistant and following a mediocre recruitment, we decided to add a Management Analyst, fill the position with Amy Shepherd (who was already working on her degree) and forgo filling the Assistant position. Now that she has finished her degree I am asking you to join me in rewarding her by doing a closed departmental recruitment and giving her the title and salary for the job she has been doing for a long time.

FINANCING:

Funding for this position is from the general fund and is currently budgeted in the Auditor-Controller budget 010400 in the Salaries and Benefits object codes.

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: _____ Date:
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: Date: 12/12/12
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: ✓ Date: 12-12-12

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) Leslie L. Chapman Date: 12/12/12

For Clerk's Use Only:
AGENDA NUMBER

17

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☑ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Tom Lanshaw, Assessor

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Contract with the firm of Harold W. Bertholf, Inc. for Assessment Appeal Assistance

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve amendment #4 to the contract between the County of Inyo and the firm of Harold W. Bertholf for assessment appeal assistance extending the time period from December 31, 2012 to June 30, 2013, increasing the amount of the contract by $65,000 to a total contract amount not to exceed $240,000, and authorize the Chairperson to sign the contract contingent upon all signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Coso geothermal power plants have filed assessment appeals for the January 1, 2010, January 1, 2011 and January 1, 2012 lien dates. Due to the magnitude of this appraisal and the number and complexity of issues involved, both the County Counsel and the Assessor have concluded it would be prudent for the County to retain the appraiser that made the appraisals to assist the Assessor in understanding and receiving relevant data to prepare the taxable value. The appraiser will also be available for and preparing for appeal hearings if needed.

ALTERNATIVES:

Decline to enter into the agreement with the firm of Harold W. Bertholf, Inc. and inform County Counsel and the Assessor that the Board does not wish to hire an expert appraiser to assist the Assessor in the Coso assessment matter.

This is not recommended because the legal and factual issues involved in the appraisals are numerous and complex. For those reasons, both the County Counsel and Assessor believe that it is prudent for the County to hire an expert appraiser to assist in preparing the Coso assessed value.

OTHER AGENCY INVOLVEMENT:
County Counsel

FINANCING:

As a cost associated with geothermal administration it is appropriate that the funds to pay for this contract will come from the Geothermal Royalties Fund and will be paid out of the County Administrators budget 010200 object 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 10/12/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: yes Date 12/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Thomas W Lanshe Date: 12-13-12
(Not to be signed until all approvals are received)
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 3
TO AGREEMENT BETWEEN THE COUNTY OF INYO AND
HAROLD BERTHOLF, INC.
FOR THE PROVISION OF ASSESSMENT APPEAL ASSISTANCE

WHEREAS, the County of Inyo (hereinafter referred to as "County") and HAROLD BERTHOLF, INC., of SACRAMENTO, CALIFORNIA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated July 1, 2011, on County of Inyo Modified Contract No. 118, for the term from August 1, 2011 to June 30, 2012.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph **2. TERM.**, is amended to read as follows:

The term of this Agreement shall be from August 1, 2011 to June 30, 2013.

2. Paragraph **3. CONSIDERATION.** Subparagraph D., Limit upon amount payable under Agreement, is amended to read as follows:

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including those for travel, incidental, and per diem expenses, if any, shall not exceed Two Hundred Forty Thousand Dollars ($240,000.00) (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel, per diem, or incidentals, which is in excess of the contract limit, and, likewise, Contractor shall not be required to provide any services to the County hereunder once the "contract limit" has been paid to Contractor.

The effective date of this Amendment No. 3 to the Agreement is December 31, 2012.

All the other terms and conditions of the Agreement are unchanged and remain the same.

//Nothing Follows\\

AMENDMENT NUMBER 3
TO AGREEMENT BETWEEN THE COUNTY OF INYO AND
HAROLD BERTHOLF, INC.
FOR THE PROVISION OF ASSESSMENT APPEAL ASSISTANCE

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, **2012**.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Russell B. Bertholf
Type or Print

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

iC:Contract\Amendments\Bertholf-AssessmentAssistance.3

For Clerk's Use Only:
AGENDA NUMBER

18

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☑ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Tom Lanshaw, Assessor

FOR THE BOARD MEETING OF: **December 18, 2012**

SUBJECT: Contract with the Law firm of Kronick Moskovitz Tiedemann & Girard

DEPARTMENTAL RECOMMENDATION:

Request your Board:

1. Approve amendment #2 to a contract between the County of Inyo and the law firm of Kronick Moskovitz Tiedemann & Girard extending the time period from December 31, 2012 to June 30, 2013, increasing the amount of the contract by $60,000 to a total contract amount not to exceed $210,000 and authorize the Chairperson to sign the contract contingent upon all signatures being obtained.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Coso geothermal power plants have filed assessment appeals for the January 1, 2010, January 1, 2011 and the January 1, 2012 lien dates. Due to the magnitude of this appraisal and the number and complexity of issues involved, both the County Counsel and the Assessor have concluded it would be prudent for the County to retain special counsel to assist the Assessor in understanding and receiving relevant data to prepare the taxable value. Special counsel will also be available for and preparing for appeal hearings if needed.

ALTERNATIVES:

Decline to enter into the agreement with the law firm of Kronick Moskovitz Tiedemann & Girard and inform County Counsel and the Assessor that the Board does not wish to hire outside counsel to assist the Assessor in the Coso assessment matter.

This is not recommended because the legal and factual issues involved in the appraisals are numerous and complex. For those reasons, both the County Counsel and Assessor believe that it is prudent for the County to hire outside counsel to assist in preparing the Coso assessed value.

OTHER AGENCY INVOLVEMENT:
County Counsel

FINANCING:

As a cost associated with geothermal administration it is appropriate that the funds to pay for this contract will come from the Geothermal Royalties Fund and will be paid out of the County Administrators budget 010200 object 5265.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date 12/12/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved: _____ Date 12/13/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: _____ Date _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Thomas W Lanshe Date: 12-13-12
(The Original plus 20 copies of this document are required)

AMENDMENT NUMBER 2
TO AGREEMENT BETWEEN THE COUNTY OF INYO AND
KRONICK MOSKOVITZ TIEDEMANN & GIRARD
FOR THE PROVISION OF LEGAL SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and KRONICK MOSKOVITZ TIEDEMANN & GIRARD, a Law Corporation, of BAKERSFIELD, CALIFORNIA (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Legal Services dated July 1, 2011, on Kronick Moskovitz Tiedemann & Girard contract, for the term from July 1, 2011 to June 30, 2012.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

1. Paragraph 1. Term., is amended to read as follows:

The term of this Agreement shall be from July 1, 2011 through and including June 30, 2013, unless terminated earlier by the parties pursuant to the provisions of paragraph 11 herein.

6. Maximum Compensation., is amended to read as follows:

6.1 The County establishes a Budgetary Limit on this Agreement in the amount of TWO HUNDRED TEN THOUSAND ($210,000.00) (the "Budgetary Limit" herein) for services to be performed by Attorney pursuant to this Agreement. Both parties will adhere to the fiscal limitations of this Agreement, and no work shall be performed by Attorney which would cause its total billings to exceed this Budgetary Limit, and County shall not be required to make payment to Attorney in excess of the Budgetary Limit, except upon amendment of this Agreement, executed and approved by the parties. Once the Budgetary Limit is reached, Attorney shall have no contractual or ethical duty or obligation to render further services or to incur further costs until an appropriate amendment to this Agreement is executed increasing said Budgetary Limit.

The effective date of this Amendment No. 2 to the Agreement is December 31, 2012.

All the other terms and conditions of the Agreement are unchanged and remain the same.

// Nothing Follows\\

AMENDMENT NUMBER 2
TO AGREEMENT BETWEEN THE COUNTY OF INYO AND
KRONICK MOSKOVITZ TIEDEMANN & GIRARD
FOR THE PROVISION OF LEGAL SERVICES

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, **2012**.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

Brett L. Price, Esq.
Type or Print

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO RISK ASSESSMENT:

_____
County Risk Manager

iC:Contract\Amendments\KronickMoskovitzTiedemann&Girard.2

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
19

FROM: Leon B. Brune, Inyo County Coroner

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Approval of Contracts between the County of Inyo and FY 2013/2015 Coroner Contracts and Approval of Amendment to FY 2012/2013 Coroner Budget.

DEPARTMENTAL RECOMMENDATIONS:

Request your Board:

1) Approve contracts between the County of Inyo and the following, and authorize the Chairperson to sign, contingent upon the appropriate signatures being obtained and the Board's adoption of future budgets:

   (a) Central Valley Toxicology, Inc. for Toxicology Services for the term of January 1, 2013 thru December 31, 2015, for a total contract amount not to exceed $12,000;

   (b) William D. Stinnett, for Personal Services, for the term of January 1, 2013 thru December 31, 2015, for a total contract amount not to exceed of $51,506;

   (c) Jason Molinar, for Personal Services, for the term of January 1, 2013 thru December 31, 2015, for a total contract amount not to exceed $44,904;

   (d) Jeffrey E. Mullenhour, for Personal Services, for the term of January 1, 2013 thru December 31, 2015, for a total contact amount not to exceed $51,506;

   (e) Milton R. Jones, M.D., for Autopsy Services, for the term of January 1, 2013 thru December 31, 2013, for a total contract amount not to exceed $39,375.

2) Amend the Coroners FY 2012/2013 Budget Unit 023500 by increasing expenditures in Salaried Employees (Object Code 5001) by $1,800, Retirement & Social Security (Object Code 5021) by $138, Professional & Special Services (Object Code 5265) by $4,212, Travel Expense (Object Code 5331) by $742, and Mileage Reimbursement (Object Code 5332) by $742, and reduce Contingencies Budget Unit 087100, Contingencies (Object Code 5901) by $7,634. (4/5ths vote required).

CAO RECOMMENDATION:

The contracts requested by the Coroner are essential, and some of the cost increases, such as the cost $4,212 increase in the toxicology and autopsy services, necessitating the associated Budget Amendment, are unavoidable due to the demand the Coroner's Office has experienced for these services to date this fiscal year. However, with respect to the increases requested in the Deputy Coroner contracts, your Board is reminded that these contract amounts were just increased by $50 per month on February 14, 2012 for Stinnett and Mullenhour and $100 per month for Molinar, and that in 2013 the County will be entering into labor contract negotiations with all of its bargaining units. While the dollar amount of the requested increases is relatively small at $100 per contract per month, they do represent 7.5% to 11%

increases in the contract amounts. Your Board may want to consider deferring the increases in these contracts until year two or three of the contracts; after labor negotiations are concluded. Not increasing the Stinett, Molinar and Mullenhour contracts by $100 per month until 2014 would reduce the amount of the Budget Amendment associated with this request by $1,938.

SUMMARY DISCUSSION:

It should be noted that the Coroner's Office Contracts are now based on the calendar year rather than fiscal year in an effort to assist the Auditor with payments. I have left Dr. Jones' Contract at $875.00 per autopsy, which was approved in February, 2012. I am requesting a new three-year contract with Central Valley Toxicology, Inc. in the amount of $12,000, not to exceed $4,000 per year. I am requesting an increase for my three deputy coroners in the amount of $100.00 per month each. As noted in the past, via Contract, they are available 24/7, 365 days a year (other than vacation time). They do not participate in PERS or the county health insurance program. The actual cost to the county for three full time deputy coroners would be $40,800.00, plus FICA of $3,121.00 per year.

ALTERNATIVES:

Your Board could approve the contracts at their current level of compensation. Or, your Board has the option to disapprove the contracts and advise staff of further direction. This action is not recommended because these services are critical to the coroner function.

OTHER AGENCY INVOLVEMENT:

None

FINANCING:

Approving the above departmental recommendations will increase the Net County Cost by $7,634 for FY 2012/2013.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: — Date 12.10.12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.)	Approved: Date 12/11/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: Date
CAO/Budget Officer	BUDGET RELATED ITEMS (Must be reviewd and approved by the CAO prior to submission to the board clerk.)	Approved: See CAO Recommendation Date 12-10-2012

DEPARTMENT HEAD SIGNATURE: Leon B. Brune Date: 12/10/2012

(Not to be signed until all approvals are received)

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc. FOR THE PROVISION OF
Toxicology SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Toxicology services of Central Valley Toxicology, Inc. of Clovis, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Leon B. Brune, whose title is: Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $12,000.00

Twelve Thousand Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

A. Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency.

Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: http://www.epls.gov.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 300,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: $1,000,000.00 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during

the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Coroner _____ Department
325 W. Elm Street _____ Street
Bishop, CA 93514 _____ City and State

Contractor:
Central Valley Toxicology, Inc. Name
1580 Tollhouse Road Street
Clovis, CA 93611 City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc. **FOR THE PROVISION OF**
Toxicology **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____
Signature

ROBERT TORRES, VP-GM
Print or Type Name

Dated: 11/28/12

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc. **FOR THE PROVISION OF**
Toxicology **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCOPE OF WORK:

Toxicology Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc. **FOR THE PROVISION OF**
Toxicology **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF FEES:

See attached Schedule of Fees

Not to exceed $4,000.00 per year

CENTRAL VALLEY TOXICOLOGY, INC.

CORONER FEE SCHEDULE

CORONER'S COMPLETE PANEL (INCLUDES CONFIRMATION/LEVELS):	Comprehensive screening with confirmation and quantification of abused drugs, alcohol and other drugs that are in a range of high therapeutic to overdose levels. Includes prescription and over-the-counter drugs, over 300 drugs and metabolites.	$187.00
ABUSED DRUG SCREEN:	Cocaine, Opiates, PCP, Amphetamines; one price includes four individual drug screens. (Qualitative Screen Only)	$45.00
GENERAL DRUG SCREEN:	Includes prescription and over-the-counter drugs, over 300 drugs and metabolites. (Qualitative Screen Only)	$81.00
SPECIFIC DRUG SCREEN/CONFIRM/LEVEL:	Immunoassay, LCMS, GCMS screening for a specific drug from a biological matrix with determination and quantitative concentration of primary drug and metabolite when applicable (Quantitative)	$75.00
BLOOD ALCOHOL:	Blood Ethyl Alcohol with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	$44.00
SOLVENT/VOLATILE:	Methyl Alcohol, Isopropyl Alcohol, Acetone, Benzene, Chloroform, Toluene, etc. with Confirmation in secondary sample (vitreous humor, urine, etc.) when available	$75.00
VITREOUS PANEL:	Sodium, Potassium, Chloride, Glucose	$75.00
UREA NITROGEN:	Urea Nitrogen (Vitreous humor, VUN)	$28.00
CREATININE:	Creatinine (Vitreous humor)	$28.00
CARBOXYHEMOGLOBIN:	%Saturation of blood by CO	$75.00
SUBSTANCE ID:	Identification and confirmation of drugs in capsules, powders, tablets, fluids, organic material.	$95.00
TISSUE PREP:	Mincing/liquefying preparation of tissue sample.	$35.00

Through June 30, 2014

B.L. POSEY
S.N. KIMBLE
Directors

1580 Tollhouse Road
Clovis, California 93611
Phone (559) 323-9940
Fax (559) 323-7502

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Central Valley Toxicology, Inc. **FOR THE PROVISION OF**
Toxicology **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

Form W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0112095	08-31-2013	$244

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2, 3,3N,4,5,	ANALYTICAL LAB	07-18-2012

CENTRAL VALLEY TOXICOLOGY
1580 TOLLHOUSE RD
CLOVIS, CA 93611-0000

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
RC0112095	08-31-2013	$244

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
1,2, 3,3N,4,5,	ANALYTICAL LAB	07-18-2012

CENTRAL VALLEY TOXICOLOGY
1580 TOLLHOUSE RD
CLOVIS, CA 93611-0000

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (4/07)

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

FORENSIC ALCOHOL LABORATORY LICENSE

In accordance with the regulations in Sections 1215. through 1222.2 in Title 17 of the California Code of Regulations, the laboratory named below is hereby licensed to operate as a Forensic Alcohol Laboratory at the indicated address.

CENTRAL VALLEY TOXICOLOGY, INC.
1521 Tollhouse Road, Suite J
Clovis, CA 93611-0529

License Number: **04061**

Date License Issued: Jan. 01, 2004

Expiration Date: Dec. 31, 2004

Fee: $163.00

Owner or Administrator: Sydney N. Kimble
Person responsible for forensic alcohol analysis: Bill L. Posey

APPROVED ACTIVITIES: Laboratory meets qualifications to perform the following methods of forensic alcohol analysis for:

Types of Specimens			Methods of Analysis*
Blood	[X] Yes	[ ] No	GC
Urine	[X] Yes	[ ] No	GC
Tissue	[ ] Yes	[X] No	

*DIS (Distillation-Oxidation); DIF (Diffusion-Oxidation); GC (Gas Chromatography); ENZ (Enzymatic); OTH (Other, specifically _____)

Laboratory meets qualifications to conduct the following training programs for:

Forensic Alcohol Supervisors	[ ] Yes	[X] No
Forensic Alcohol Analysts	[X] Yes	[ ] No
Operators of Breath Testing Instruments	[ ] Yes	[X] No

Types of Instruments:

Laboratory meets qualifications to engage in the determination of accuracy of breath testing instruments for law enforcement agencies. [ ] Yes [X] No

Types of Instruments:

This license expires December 31 of the year shown above. Application for renewal shall be submitted by October 1 of that year to: State Department of Health Services, Attn: FOOD AND DRUG LABORATORY BRANCH, 850 Marina Bay Parkway, G-365, Richmond, CA 94804-6403

State of California—Health and Human Services Agency

Department of Health Services

California
Department of
Health Services

SANDRA SHEWRY
Director

ARNOLD SCHWARZENEGGER
Governor

January 31, 2005

TO: FORENSIC ALCOHOL ANALYSIS LABORATORIES

SUBJECT: STATUS OF THE FORENSIC ALCOHOL ANALYSIS REGULATORY PROGRAM IN 2005

On January 1, 2005, new statutes, Health and Safety (H&S) Code Sections 100700 – 100703, went into effect, which eliminates the Department of Health Services' authority to license laboratories engaging in the performance of tests by or for law enforcement agencies for the purposes of determining the concentration of ethyl alcohol in the blood of persons involved in traffic accidents or traffic violations. The Department retains its general authority to enforce the laws and regulations pertaining to forensic and breath alcohol analysis (H&S Code Section 100725). A new H&S Code Section 100700(a) requires laboratories performing forensic alcohol analysis to comply with the current regulations until such time as these regulations are revised.

The new statutes also require the Department to convene a review committee to propose revisions to the regulations that the review committee determines are reasonably necessary to ensure the competence of the laboratories and employees to prepare, analyze, and report test results and comply with applicable laws. The committee will then submit a summary of the proposed revisions to the California Health and Human Services Agency for approval.

The statutes clearly require the Department to continue a regulatory program. However, the loss of authority to license the laboratories will necessitate some changes in activities. The status of the current regulations and the Department activities that will be continued in 2005 are summarized in an enclosure.

Thank you for your ongoing support of the Forensic Alcohol Regulatory Program. If you should require any further information or clarification, please contact me at (510) 412-6220.

Mary A. Soliman

Mary Soliman, Ph.D., Chief
Food and Drug Laboratory Branch

Enclosure

Department of Health Services, Forensic Alcohol Regulatory Program Activities in 2005

Laboratory Proficiency Testing: The current regulations require the Department of Health Services (DHS) to evaluate the ability of forensic alcohol methods to meet the standards of performance requirements using a laboratory's proficiency test results. Such ability must meet the requirements of the regulations. Currently, DHS conducts proficiency testing of the 42 forensic alcohol laboratories in the state three times a year. DHS will continue this activity, but may reduce the frequency of testing to the extent that it is able to monitor compliance with the regulation using the results obtained by the laboratories in the annual external proficiency test required by the new statutes.

Qualification of Laboratory Personnel: The current regulations require that forensic alcohol analysis shall be performed only by persons qualified by DHS as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees. Individuals are nominated by the laboratories for qualification. This qualification is based on DHS' review of a nominee's education and experience, and the nominee must successfully demonstrate accuracy in the analysis of proficiency test samples submitted by DHS, and must successfully pass an examination prescribed by DHS. The laboratories will be required to comply with the current regulations concerning the qualification of laboratory personnel. DHS will continue to qualify laboratory personnel based on a review of applications submitted by the laboratories and will continue to conduct proficiency tests and written examinations to qualify these personnel. In the past, DHS published lists of persons qualified to perform forensic alcohol analysis for each licensed laboratory. DHS will discontinue this practice. Each laboratory will continue to be required to keep up-to-date records of persons in its employ who have been qualified as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees.

Site Inspections of Laboratories: DHS will continue to have the regulatory authority to conduct laboratory inspections for cause in order to inspect records and to ensure compliance with the regulations when necessary.

Filing of Written Descriptions of Forensic Alcohol Methods: DHS will no longer require forensic alcohol laboratories to have on file with DHS written descriptions of the methods it uses for forensic alcohol analysis. The laboratories, however, will still be required to maintain detailed, up-to-date written descriptions of each method and to make these available to DHS on request.

Approval of Training Programs: The current regulations require that laboratories providing any training intended for persons to satisfy the requirements of the regulations (e.g., breath alcohol instrument operator training) must submit descriptions of this training to DHS for review and approval. DHS will continue to impose this requirement.

Review Committee Establishment: New Health and Safety Code Section 100703 requires DHS to establish an eight-member review committee representing: prosecuting attorneys, law enforcement agencies, defense attorneys, coroners (or pathologists or medical examiners), criminalists, toxicologists, crime laboratory directors, and DHS itself. DHS has sent out letters to organizations representing each of the categories designated by the new statute. DHS will forward a list of nominated individuals to the Director, who will make the final appointments to the committee. DHS will inform the laboratories of these appointees. After the membership of the Committee is established, it is DHS' intention to have a Committee meeting in early 2005.

State of California—Health and Human Services Agency

Department of Health Services

California
Department of
Health Services

SANDRA SHEWRY
Director

ARNOLD SCHWARZENEGGER
Governor

July 12, 2006

TO: FORENSIC ALCOHOL ANALYSIS LABORATORIES

SUBJECT: STATUS OF THE FORENSIC ALCOHOL ANALYSIS REGULATORY PROGRAM IN 2006

In 2005, new statutes, Health and Safety (H&S) Code Sections 100700 – 100703, went into effect, which eliminated the California Department of Health Services' authority to license laboratories engaging in the performance of tests by or for law enforcement agencies for the purposes of determining the concentration of ethyl alcohol in the blood of persons involved in traffic accidents or traffic violations. The Department retains its general authority to enforce the laws and regulations pertaining to forensic and breath alcohol analysis (H&S Code Section 100725) and H&S Code Section 100700(a) requires laboratories performing forensic alcohol analysis to comply with all of the current regulations until such time as these regulations are revised.

The Department convened an eight-member review committee to evaluate the Department's current regulations pertaining to Forensic Alcohol Analysis. The committee will propose revisions to the regulations necessary to ensure the competence of the laboratories and employees to prepare, analyze, and report test results and comply with applicable laws. To date, the review committee has conducted four meetings to propose such revisions. The meetings are still ongoing, and when the process has been completed, the committee will submit a summary of the proposed revisions to the California Health and Human Services Agency for approval.

The statutes clearly require the Department to continue a regulatory program. However, the loss of authority to license the laboratories has necessitated some changes in activities. The status of the current regulations and the Department activities that will be continued while the committee is reviewing the regulations are summarized in an enclosure.

Thank you for your ongoing support of the Forensic Alcohol Regulatory Program. If you should require any further information or clarification, please contact me at (510) 412-6220.

Mary A. Soliman

Mary Soliman, Ph.D., Chief
Food and Drug Laboratory Branch

Enclosure

Department of Health Services, Forensic Alcohol Regulatory Program Activities in 2006

Laboratory Proficiency Testing: The current regulations require the California Department of Health Services (CDHS) to evaluate the ability of forensic alcohol methods to meet the standards of performance requirements using a laboratory's proficiency test results. Such ability must meet the requirements of the regulations. CDHS will continue this activity, but will reduce the number of required testing events from three per year to two per year, and will substitute the forensic alcohol laboratories' required participation in an ASCLD/LAB approved proficiency-testing program for one of these two tests. However, the laboratories will be required to provide their analytical results in the ASCLD/LAB approved proficiency-testing program to the Department. The Department is imposing the two-test requirement during this interim period while the committee continues to review the regulations.

Qualification of Laboratory Personnel: The current regulations require that forensic alcohol analysis shall be performed only by persons qualified by CDHS as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees. Individuals are nominated by the laboratories for qualification. This qualification is based on CDHS' review of a nominee's education and experience, and the nominee must successfully demonstrate accuracy in the analysis of proficiency test samples submitted by CDHS, and must successfully pass an examination prescribed by CDHS.

The laboratories will be required to comply with the current regulations concerning the qualification of laboratory personnel. CDHS will continue to qualify laboratory personnel based on a review of applications submitted by the laboratories and will continue to conduct proficiency tests and written examinations two times a year (in addition to the Laboratory Proficiency Test detailed above) to enable the laboratories to qualify personnel in a timely fashion. Each laboratory will continue to be required to keep up-to-date records of persons in its employ who have been qualified as forensic alcohol supervisors, forensic alcohol analysts, or forensic alcohol analyst trainees.

Site Inspections of Laboratories: CDHS will continue to have the regulatory authority to conduct laboratory inspections for cause in order to inspect records and to ensure compliance with the regulations when necessary.

Filing of Written Descriptions of Forensic Alcohol Methods: CDHS will no longer require forensic alcohol laboratories to have on file with CDHS written descriptions of the methods it uses for forensic alcohol analysis. The laboratories, however, will still be required to maintain detailed, up-to-date written descriptions of each method and to make these available to CDHS on request.

Approval of Training Programs: The current regulations require that laboratories providing any training intended for persons to satisfy the requirements of the regulations (e.g., breath alcohol instrument operator training) must submit descriptions of this training to CDHS for review and approval. CDHS will continue this practice.

State of California
Department of Public Health
Food and Drug Laboratory Branch

850 Marina Bay Parkway, G-365
Richmond, CA 94804

FORENSIC ALCOHOL PROFICIENCY TEST LABORATORY ANALYSIS REPORT

Name of Laboratory

Bill L. Posey
Central Valley Toxicology, Inc.
1580 Tollhouse Road
Clovis, CA 93611-0529

COPY

Telephone 559-323-9940

DIRECTIONS:
1. BIOLOGICAL SPECIMENS MAY CONTAIN UNDETECTABLE INFECTIOUS AGENTS. THESE PROFICIENCY TEST SAMPLES SHOULD BE HANDLED AS POTENTIALLY INFECTIOUS MATERIALS.
2. Store the samples in a refrigerator until ready to analyze.
3. Be sure the samples are at room temperature before opening.
4. Analyze the samples immediately after opening and discard the remaining portions.
5. Analyze all the samples in duplicate.
6. ***USING TYPEWRITER OR INK*** enter results, then print name, sign and date the laboratory report below.
7. Return the completed ***ORIGINAL*** report form by the date shown on the cover letter using the enclosed reply envelope.

Date Samples Received: 11-14-2012

Date Samples Analyzed: 11-16-2012

Condition of Samples: [X] Satisfactory [ ] Unsatisfactory Comments: _____

Method of Analysis Used: GC

Laboratory Analysis Results				FOR DEPARTMENT USE ONLY		
Sample No.	Alcohol Concentration (grams %) Duplicate	Mean	Reported	Pool No.	Acceptable Limits (grams%)	Accuracy of Reported Values
C005	0.269 0.276	0.272	0.27		0.__ to 0.__	[ ] Unacceptable [ ] Acceptable
C006	0.164 0.162	0.163	0.16		0.__ to 0.__	[ ] Unacceptable [ ] Acceptable
C007	0.271 0.277	0.274	0.27		0.__ to 0.__	[ ] Unacceptable [ ] Acceptable
C008	0.163 0.165	0.164	0.16		0.__ to 0.__	[ ] Unacceptable [ ] Acceptable

LABORATORY'S PERFORMANCE: [ ] SATISFACTORY [ ] UNSATISFACTORY

Analyst
Alan D Barbour
Signature
11-16-12
Date
ALAN D BARBOUR
Name (Print)

Person Responsible for Forensic Alcohol Analysis
Bill L. Posey
Signature
11/16/12
Date
Bill L. Posey
Name (Print)

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, William D. Stinnett (hereinafter referred to as "Officer") has been duly appointed as Chief Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Officer to perform under this Agreement will be made by Leon B. Brune, whose title is: Coroner. Requests to the Officer for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2015, _____ unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur

travel and per diem expenses shall be submitted to Leon B. Brune, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed $51,506.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Billing and Payment. Officer shall submit to the County, twice a month, itemized statements of all services and work described in Attachment A which were performed by Officer in accordance with this Agreement. Those statements will be submitted to the County not later than the first (1st) and fifteenth (15th) day of the month. The statements to be submitted on the fifteenth (15th) of the month will cover the period from the first (1st) day of the month through and including the fifteenth (15th) day of that month. The statements to be submitted on the first (1st) of the month will cover the period from the sixteenth (16th) day of the month through and including the last day of the preceding month. These statements will identify by date and briefly describe the nature of the work and services which were performed. Officer's statements to the County will also include an itemization of any travel or per diem expenses incurred by Officer during that period. The itemized statements for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the itemized statements on the first (1st) and fifteenth (15th) of the month, the County shall make payment respectively to Officer on the fifth (5th) and the twentieth (20th) of the month.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may, and at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not

authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Chief Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Officer shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days.

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Officer agrees to keep confidential, all information and records obtained in the course of providing the work and services under this Agreement for the County. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

21. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo

Coroner	Department
325 W. Elm Street	Street
Bishop, CA 93514	City and State

Officer:

William D. Stinnett	Name
2357 Navajo Circle	Street
Bishop, CA 93514	City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: William Stinnett

Dated: 11/07/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

112304

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCOPE OF WORK:

Death investigations, as required by statutes.
Available to respond to coroner's obligations 24 hours per day.
On scene investigations and photography.
Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens.
Travel and attend out of county autopsies when forensic autopsies are required.
Complete the medical portion of death certificates and sign.
Provide written coroner reports, as required.
Be prepared to assist the coroner in all investigations enumerated by law.
Attend continuing education classes as necessary for completion of duties.
Be responsible for all functions of the coroner's office in the absence of the coroner.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF FEES:

$1,200.00/mo.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND William D. Stinnett
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2103 **TO:** 12/31/2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem and reimbursements to paid as per county's travel policy.

AGREEMENT BETWEEN COUNTY OF INYO
AND Jason Molinar
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Jason Molinar (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Officer to perform under this Agreement will be made by Leon B. Brune, whose title is: Coroner. Requests to the Officer for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur

travel and per diem expenses shall be submitted to Leon B. Brune, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed $44,904.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Billing and Payment. Officer shall submit to the County, twice a month, itemized statements of all services and work described in Attachment A which were performed by Officer in accordance with this Agreement. Those statements will be submitted to the County not later than the first (1st) and fifteenth (15th) day of the month. The statements to be submitted on the fifteenth (15th) of the month will cover the period from the first (1st) day of the month through and including the fifteenth (15th) day of that month. The statements to be submitted on the first (1st) of the month will cover the period from the sixteenth (16th) day of the month through and including the last day of the preceding month. These statements will identify by date and briefly describe the nature of the work and services which were performed. Officer's statements to the County will also include an itemization of any travel or per diem expenses incurred by Officer during that period. The itemized statements for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the itemized statements on the first (1st) and fifteenth (15th) of the month, the County shall make payment respectively to Officer on the fifth (5th) and the twentieth (20th) of the month.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may, and at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not

authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Officer shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days.

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Officer agrees to keep confidential, all information and records obtained in the course of providing the work and services under this Agreement for the County. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

21. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo

Coroner	Department
325 W. Elm Street	Street
Bishop, CA 93514	City and State

Officer:

Jason Molinar	Name
387 Hammond Street	Street
Bishop, CA 93514	City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Jason Molinar
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: _____

Dated: 11/07/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

112304

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Jason Molinar
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCOPE OF WORK:

Death investigations as required by statutes.
Available to respond to coroner's obligations 24 hours per day.
On scene investigations and photography.
Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens.
Travel and attend out of county autopsies when forensic autopsies are required.
Complete the medical portion of death certificates and sign.
Provide written coroner reports, as required.
Be prepared to assist the coroner in all investigations enumerated by law.
Attend continuing education classes as necessary for completion of duties.
Be responsible for all functions of the coroner's office in the absence of the coroner.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Jason Molinar
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF FEES:

$1,000.00/mo.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Jason Molinar
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem and reimbursements to be paid as per county's travel policy.

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

INTRODUCTION

WHEREAS, Jeffrey E. Mullenhour (hereinafter referred to as "Officer") has been duly appointed as Deputy Coroner for Inyo County; and

WHEREAS, The County of Inyo (hereinafter referred to as "County") and Officer desire to set forth the manner and means by which Officer will be compensated for performance of duties;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, County and Officer hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Officer shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Officer to perform under this Agreement will be made by Leon B. Brune, whose title is: Coroner. Requests to the Officer for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Officer by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Officer the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Officer at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, resolutions, and directions.

2. TERM.

The term of this Agreement shall be from January 1, 2013 to December 31, 2015 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay Officer in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A which are performed by Officer.

B. Travel and Per Diem. County shall reimburse Officer for the travel expenses and per diem which Officer incurs in providing services and work requested by County under this Agreement. Officer shall request approval by the County prior to incurring any travel or per diem expenses. Requests by Officer for approval to incur

travel and per diem expenses shall be submitted to Leon B. Brune, title Coroner. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in the Schedule of Travel and Per Diem Payment (Attachment C). County reserves the right to deny reimbursement to Officer for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Officer without the prior approval of the County.

C. No Additional Consideration. Except as expressly provided in this Agreement, Officer shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Officer shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement, including overtime, travel, and per diem expenses, if any, and all payments made by the County to any Federal, State, County, or municipal agency by reason of Contractor's employment under this Contract, including employer's social security contributions and state disability insurance payments, if any, shall not exceed $51,506.00 dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including overtime, travel or per diem, which is in excess of the contract limit.

E. Billing and Payment. Officer shall submit to the County, twice a month, itemized statements of all services and work described in Attachment A which were performed by Officer in accordance with this Agreement. Those statements will be submitted to the County not later than the first (1st) and fifteenth (15th) day of the month. The statements to be submitted on the fifteenth (15th) of the month will cover the period from the first (1st) day of the month through and including the fifteenth (15th) day of that month. The statements to be submitted on the first (1st) of the month will cover the period from the sixteenth (16th) day of the month through and including the last day of the preceding month. These statements will identify by date and briefly describe the nature of the work and services which were performed. Officer's statements to the County will also include an itemization of any travel or per diem expenses incurred by Officer during that period. The itemized statements for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the County's accounting procedures and rules. Upon timely receipt of the itemized statements on the first (1st) and fifteenth (15th) of the month, the County shall make payment respectively to Officer on the fifth (5th) and the twentieth (20th) of the month.

F. Federal and State Taxes. From all payments made to Officer by County under the terms and provisions of this Agreement, County shall withhold all appropriate federal and state income taxes (resident and non-resident), including social security.

4. WORK SCHEDULE.

Officer's obligation is to perform the services and work identified in Attachment A which are needed within the County. It is understood by Officer that the performance of these services and work will require a varied schedule. Officer, in arranging his schedule, will coordinate and make arrangements to fulfill the requirements of all services and work which is necessary.

5. PRE-EMPLOYMENT PHYSICAL.

Contractor is required as a condition of this Agreement to take and pass a County pre-employment physical. Failure to take or pass County's pre-employment physical, constitutes default under this Agreement, and may, and at the County's sole discretion, be grounds to terminate this entire Agreement.

County will provide Contractor, at County's sole expense, a pre-employment physical. Such pre-employment physical may include, but shall not be limited to, a medical history, a complete physical exam, a tuberculosis test, complete blood workup, mammogram, glaucoma test, X-rays, urine drug screen, and any other testing related to the physical requirements of the position as outlined in the County's Pre-Employment Physical Requirements Manual. The County Personnel Department, in its sole discretion, will resolve any question as to exactly what examination, testing, and procedures are required of Contractor under the County's Pre-Employment Physical Requirements Manual. The County's Personnel Department will issue all medical clearances. The County's Personnel Department will issue such clearances based upon the results of Contractor's pre-employment physical.

Except as provided below, Contractor's pre-employment physical must be taken and passed not more than 120 days prior to the date on which the term of this Agreement commences. The County's Personnel Department may, in its sole discretion, accept a pre-employment physical taken by Contractor more than 120 days prior to the date upon which the term of this Agreement commences, if Contractor has been continuously employed by the County since the date of that pre-employment physical. County is not bound by the results of any pre-employment physical taken by Contractor more than 120 days before the commencement date of this Agreement where the physical requirements of the position Contractor is assuming under this Contract, are different from those of the position Contractor was to assume when he took his pre-employment physical.

Contractor will not commence any work, or provide any services, under this Agreement until Contractor receives a written medical clearance from County to commence work. No work or services provided under this Agreement by Contractor prior to the Contractor's receipt of the written medical clearance from County, will be paid for by County. Further, until Contractor receives medical clearance from County, Contractor shall not be entitled to any other consideration or benefit under the terms of this agreement from County.

6. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments for Officer to provide the services and work described in Attachment A must be procured by Officer and be valid at the time Officer enters into this Agreement. Further, during the term of this Agreement, Officer must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Officer at no expense to the County. Officer will provide County, at County's request, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Officer and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

7. SUPPLIES, EQUIPMENT, ETC.

County shall provide Officer with such supplies, reference materials, and telephone service as is deemed necessary by the County for Officer to provide the services identified in Attachment A to this Agreement. Officer is not

authorized to incur any expense, and County is not obligated to reimburse or pay Officer, for any expense or cost incurred by Officer in procuring such items. Responsibility for other costs and expenses incurred by Officer in providing the services and work identified in Attachment A, will be the sole responsibility and obligation of Officer.

8. COUNTY PROPERTY.

A. Supplies, Equipment, etc. All supplies, equipment, tools, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Officer by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Officer will use reasonable care to protect, safeguard and maintain such items while they are in Officer's possession. Officer will be financially responsible for any loss or damage to such items, partial or total, which is the result of Officer's negligence.

B. Products of Officer's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Officer's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Officer will convey possession and title to all such properties to County.

9. WORKERS' COMPENSATION.

County shall provide workers' compensation insurance coverage to Officer for all acts performed in the course and scope of providing the services described in Attachment A to this Agreement. In the event a claim is made by Officer for injuries received in the course and scope of providing such services, County's liability shall be limited to workers' compensation benefits payable under the California Labor Code.

10. STATUS OF OFFICER.

All acts of Officer relating to the performance of this Agreement shall be performed by Officer as the Deputy Coroner of the County. Officer has no authority to bind, incur any obligation on behalf of, or exercise any right or power vested in, the County, except as expressly provided by law or set forth in Attachment A. This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County.

11. DEFENSE AND INDEMNIFICATION.

In the event the Officer is sued for acts performed within the course and scope of providing services and work described in Attachment A of this Agreement, County shall defend, indemnify, and hold the Officer harmless from any and all liability arising from such acts as required by law.

12. TERMINATION.

This Agreement creates no statutorily or judicially recognized property rights in Officer to employment with the County. This Agreement may be terminated by County without cause, and at will, for any reason by giving to Officer thirty (30) days written notice of such intent to terminate. Officer may terminate this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to terminate to County.

13. ASSIGNMENT.

This is an agreement for the personal services of Officer. County has relied upon the skills, knowledge, experience, and training of Officer as an inducement to enter into this Agreement. Officer shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Officer shall not assign any monies due or to become due under this Agreement without the prior written consent of the County.

14. DEFAULT.

If the Officer abandons the work, or fails to proceed with the work and services requested by the County in a timely manner, or fails in any way as required to conduct the work and services as required by the County, the County may declare the Officer in default and terminate this Agreement upon five (5) days written notice to Officer. Upon such termination by default, County will pay to Officer all amounts owing to Officer for services and work satisfactorily performed to the date of termination. For purposes of this Agreement, abandonment of work is defined to include failure to report to work or to perform the work or services requested by County for a period of three (3) consecutive days.

15. NONDISCRIMINATION.

Officer agrees to comply with various provisions of the federal, state, and county statutes, laws, and ordinances applicable to the County, and providing that no person in the United States shall, on the grounds of race, color, religion, ancestry, sex, age, physical handicap, or national origin, be subjected to discrimination.

16. CONFIDENTIALITY.

Officer agrees to comply with various provisions of the federal, state, and county laws and ordinances providing that information and records kept, maintained, or accessible by the County in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Officer agrees to keep confidential, all information and records obtained in the course of providing the work and services under this Agreement for the County. Disclosure of such confidential, privileged, or protected information shall be made by Officer only as allowed by law.

17. CONFLICTS.

Officer agrees that he has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement. Officer agrees to complete and file a conflict of interest statement.

18. POST AGREEMENT COVENANT.

Officer agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Officer agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Officer by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

19. FUNDING LIMITATION.

The ability of the County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Officer of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 20 (Amendment).

20. ATTORNEY'S FEES.

If either of the parties hereto brings any action or proceeding against the other, including, but not limited to, an action to enforce or to declare the termination, cancellation, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs, incurred in connection therewith.

21. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form, and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

22. NOTICE.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the term of this Agreement, which Officer or County shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail to the respective parties as follows:

County of Inyo

Coroner — Department
325 W. Elm Street — Street
Bishop, CA 93514 — City and State

Officer:

Jeffrey E. Mullenhour — Name
220 E. Post Street — Street P.O. Box 755
Lone Pine, CA 93545 — City and State

23. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

////

////

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, _____.

COUNTY OF INYO

By: _____

Dated: _____

OFFICER

By: _____

Dated: 11/07/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

112304

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCOPE OF WORK:

Death investigations as required by statutes.
Available to respond to coroner's obligations 24 hours per day.
On scene investigations and photography.
Assist with autopsies, I.D., photos, fingerprints, obtain specimens for toxicological examination and process specimens.
Travel and attend out of county autopsies when forensic autopsies are required.
Complete the medical portion of death certificates and sign.
Provide written coroner reports as required.
Be prepared to assist the coroner in all investigations enumerated by law.
Attend continuing education classes as necessary for completion of duties.
Be responsible for all functions of the coroner's office in the absence of the coroner.

The contractor will be reimbursed .80¢ per mile for transportation of deceased Inyo County residents and transients (when no funds are available from other sources) to the southern branch of the Inyo County Coroner's Office in Lone Pine, CA (Mt. Whitney Funeral Home), for removals from Tecopa, Shoshone and the Death Valley areas of Inyo County.

Jeffrey E. Mullenhour, Director, Mt. Whitney Funeral Home, Lone Pine, CA will provide a vehicle for this purpose. He/we will respond 24 hours per day for removals, with all expenses for the vehicle, including maintenance, repairs and insurance to be provided by Mt. Whitney Funeral Home.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF FEES:

$1,200.00/mo.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Jeffrey E. Mullenhour
FOR THE PROVISION OF PERSONAL SERVICES
AS A COUNTY OFFICER

TERM:

FROM: 01/01/2013 **TO:** 12/31/2015

SCHEDULE OF TRAVEL AND PER DIEM PAYMENT:

Per diem reimbursement to be paid as per county's travel policy.

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the autopsy services of Milton R. Jones, M.D. of Lone Pine, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Leon B. Brune, whose title is: Coroner. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, county, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from 01/01/, 2013 to 12/31/2013, unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor in accordance with the Schedule of Fees (set forth as Attachment C) for the services and work described in Attachment A which are performed by Contractor at the County's request.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the County to Contractor for services and work performed under this Agreement shall not exceed $39,375.00 Dollars (hereinafter referred to as "contract limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars ($1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment C, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with County to insure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, county, municipal governments, for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY.

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than $1,000,000 per occurrence for all employees engaged in services or operations under this Agreement. The County of Inyo, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): $1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: $ 500,000.00 per accident for bodily injury and property damage.

3. Employer's Liability: $ 1,000,000.00 per accident for bodily injury or disease.

4. Errors and Omissions Liability: $1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The County at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the County with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the County or on other than the County's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of County.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts

during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo:

Coroner	Department
325 W. Elm Street	Street
Bishop, CA 93514	City and State

Contractor:

Milton R. Jones, M.D.	Name
151 S. Lakeview	Street
Lone Pine, CA 93545	City and State

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

//// ////

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS DAY _____ OF _____, _____.

COUNTY OF INYO:

By: _____

Dated: _____

CONTRACTOR:
MILTON R. JONES MD

By: Milton Jones
Type or Print Name

Milton R Jones MD
Signature

Dated: 11/07/2012

APPROVED AS TO FORM AND LEGALITY:

_____
County Counsel

APPROVED AS TO ACCOUNTING FORM:

_____
County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

_____
Director of Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

_____
County Risk Manager

iC:Contracts/MiscContracts/PhysII.116

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

SCOPE OF WORK:

Autopsy Services

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

SCHEDULE OF FEES:

Gross Complete Autopsy.....$875.00
External examination to determine the cause of death
or medical consultation.....$400.00
Reimbursement of other necessary charges in determining
the cause of death. Microscopic examination or other
needed tests.....$ As Billed

(As billed by an outside service that provides the tests
required, with a copy of their actual invoice)

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO
AND Milton R. Jones, M.D.
FOR THE PROVISION OF Autopsy **SERVICES**

TERM:

FROM: 01/01/2013 **TO:** 12/31/2013

FORM W-9

Request for Taxpayer
Identification Number and Certification
(See attached)

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

The Medical Board of California
2005 Evergreen Street, Suite 1200
Sacramento, CA 95815

PHYSICIAN AND SURGEON

CERTIFICATE NO. **A19314** EXPIRATION **12/31/2014**

M R. JONES JR.
PO BOX S
LONE PINE CA 93545

ORIGINAL
ISSUANCE DATE
07/13/1960

RECEIPT NO.
00081326

State Farm Mutual Automobile Insurance Company

900 Old River Road
Bakersfield CA 93311-9501

AT2 4 L -3174 A
006692 0008
JONES, DENISE
PO DRAWER S
LONE PINE CA 93545-2018

ST14A-
0101-49GS58

POLICY NUMBER V64 8702-C13-55B

SEP 13 2012 to MAR 13 2013

DATE DUE	PLEASE PAY THIS AMOUNT
SEP 13 2012	$258.55

Coverages and Limits		Premium
A	Liability	
	Bodily Injury 500,000/500,000	
	Property Damage 500,000	116.
C	Medical Payments 5,000	8.
D	100 Deductible Comprehensive	43.
G	250 Deductible Collision	73.
H	Emergency Road Service	2.
U	Uninsured Motor Vehicle	
	Bodily Injury 30,000/60,000	11.
U1	Uninsured Motor Vehicle	
	Property Damage	1.
	Amount Due	**$258.**

Your premium is based on the following . . .If not correct, contact your agent.
1996 CHRYSLER TOWN CNTRY VIN 1C4GP64L8TB448562

Class 0B3FCV1H

Superior Driver Rate Level (See description on back).

Driven over 7,500 miles annually. (National average is 12,000 miles annually.)

Principal driver has 49-58 years of driving experience.
As of SEP 13 2012 our records show the rated driver of this vehicle will have 50 years driving experience.

Pleasure use or commuting to and from work or school.

Additional Information...
Original cost of customization none or up to $1,000.

Your premium has already been adjusted by the following:

Premium Reductions

Multiple Line	52.
Multicar	60.
Vehicle Safety	1.
Driving Safety Record	256.
California Good Driver	64.
Loyalty	56.

You may be eligible for additional discounts.
See the enclosed insert for more information.
Mature Driver

Part of your premium depends on the miles you expect to drive this car. Please contact your agent at the number below to provide an updated estimate of the expected annual mileage of this car for the coming 12 months.

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, $129.27, plus a handling charge of $2.00. The amount due on SEP 13 2012 will be $131.27.

The remaining half will be due on NOV 12 2012. We'll send you a reminder notice.

Location used to determine rate charged-151 S LAKEVIEW, LONE PINE CA 93545.

Your premium may be influenced by the drivers listed below and other individuals permitted to operate your vehicle. This list does not extend or expand coverage beyond that contained in this automobile policy. The drivers listed below are the drivers reported to us that own or regularly operate any vehicle in your household.

DENISE HABEGGER, MILTON JONES.

If the above information is incomplete or inaccurate, or if you want to confirm the information we have in our records please contact your agent.

***** Your policy has the Guaranteed Renewal Endorsement. *****

Thanks for letting us serve you...

Agent TOM DE LEO
Telephone (760)873-4269

46 7076 2180

See reverse side for important informati
Please keep this part for your record.

Prepared AUG 08 2012

.e Farm Mutual Automobile Insurance Company

900 Old River Road
Bakersfield CA 93311-9501

AT2 4 L -3174 A

003109 0008
JONES, MILTON R & DENISE R
PO BOX S
LONE PINE CA 93545-2018

ST14A-
0101-89GG58

POLICY NUMBER 085 4577-C18-55A

SEP 18 2012 to MAR 18 2013

DATE DUE	PLEASE PAY THIS AMOUNT
SEP 18 2012	$377.16

Coverages and Limits		Premiums
A	Liability Bodily Injury 500,000/500,000 Property Damage 500,000	128.7
C	Medical Payments 5,000	10.0
D	100 Deductible Comprehensive	76.3
G	250 Deductible Collision	138.7
H	Emergency Road Service	2.2
U	Uninsured Motor Vehicle Bodily Injury 100,000/300,000	20.6
U1	Uninsured Motor Vehicle Property Damage	1.0
	Amount Due	**$377.1**

Your premium is based on the following . . .If not correct, contact your agent.
2008 HONDA ELEMENT VIN 5J6YH28708L003882

Class 223HCV1H

Superior Driver Rate Level (See description on back).

Driven over 7,500 miles annually. (National average is 12,000 miles annually.)

Principal driver has 59-63 years of driving experience.
As of SEP 18 2012 our records show the rated driver of this vehicle will have 63 years driving experience.

Pleasure use or commuting to and from work or school.

Your premium has already been adjusted by the following:

Premium Reductions

Multiple Line	76.7
Multicar	89.6
Vehicle Safety	2.0
Driving Safety Record	335.0
California Good Driver	94.2
Loyalty	82.3

You may be eligible for additional discounts.
See the enclosed insert for more information.
Mature Driver

Part of your premium depends on the miles you expect to drive this car. Please contact your agent at the number below to provide an updated estimate of the expected annual mileage of this car for the coming 12 months.

The claim experience on your make and model of vehicle has resulted in an increase to your vehicle rating group for comprehensive coverage.

The claim experience on your make and model of vehicle has resulted in a reduction to your liability rating group for bodily injury and/or property damage coverages.
Please see the premium adjustment message on the back of this notice for an explanation.

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, $188.58, plus a handling charge of $2.00. The amount due on SEP 18 2012 will be $190.58.

The remaining half will be due on NOV 17 2012. We'll send you a reminder notice.

Location used to determine rate charged-151 S. LAKEVIEW, LONE PINE CA 93545.

Thanks for letting us serve you...

Agent TOM DE LEO
Telephone (760)873-4269

46 7078 9118

See reverse side for important information
Please keep this part for your record.

Prepared AUG 13 2012

BETA Risk Management Authority
A Public Entity
CERTIFICATE OF COVERAGE

This is to certify that Healthcare Entity Comprehensive Liability Coverage which includes professional liability coverage is in effect for the Member named below, subject to the provisions of the coverage contract listed below.

NAMED MEMBER: Southern Inyo Healthcare District

MEMBER: Milton Jones, MD

SPECIALTY: Internal Medicine

COVERAGE: Evidence of coverage for Milton Jones, MD, for services rendered on behalf of Southern Inyo Healthcare District

Certificate Number: C-12-345

	Named Member Information	Member Information
Effective Date:	7/1/2012 at 12:01 a.m.	7/1/2012 at 12:01 a.m.
Expiration Date:	7/1/2013 at 12:01 a.m.	7/1/2013 at 12:01 a.m.
Retroactive Date:	7/1/2004 at 12:01 a.m.	11/1/2005 at 12:01 a.m.

Coverage Type: Professional Liability - Claims made and reported
General Liability - Occurrence

Healthcare Entity Comprehensive Liability Coverage
LIMITS OF LIABILITY

$1,000,000	Per Claim
$3,000,000	Aggregate Per Contract Period

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the coverage contract.

CERTIFICATE HOLDER

FOR INFORMATION ONLY

CANCELATION
Should the above described Coverage Contract be canceled by BETA HEALTHCARE GROUP before the expiration date thereof, BETA HEALTHCARE GROUP will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but the failure to mail such notice shall impose no obligation or liability of any kind upon BETA HEALTHCARE GROUP, its agents or representatives.

Authorized Representative of BHG

For Clerk's Use Only:
AGENDA NUMBER

20

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: PTMS Working Group: Assessor, Auditor-Controller, Information Services & Treasurer-Tax Collector

FOR THE BOARD MEETING OF: **December 18, 2012**

SUBJECT: In response to RFP-PTMS12, request the Board award the contract for the software, implementation and training services for an integrated property tax management system to Manatron, Inc.

DEPARTMENTAL RECOMMENDATION:

1. Request your Board accept the recommendation of the PTMS Working Group and the Financial Advisory Committee (FAC) and award the PTMS12 bid to Manatron, Inc.

2. Request your Board approve the Master Agreement for licensed software, hardware and services (Agreement) between the County of Inyo (County) and Manatron, Inc. (Manatron), in an amount not to exceed $1,451,613.00 for the period January 1, 2012 through December 31, 2021.

3. Authorize the chairperson to execute the Agreement upon obtaining the appropriate signatures and contingent upon the adoption of future year's budgets.

CAO RECOMMENDATION:

N/A

SUMMARY DISCUSSION:

Over the past four years, discussions have been held about the current property tax system and the need to replace it. CREST was created over 27 years ago with very few updates since. It is currently in use by the Assessor, Auditor-Controller and the Tax Collector to assist with their mandated duties to assess, collect and distribute property taxes. CREST is written in an archaic language that is difficult to support at best by the vendor. The vendor consists of the owner and one programmer putting the County at risk of not being able to process tax billings using the system and places great limitations on potential enhancements for the product.

On April 17, 2012, the PTMS Working Group requested and received approval from your Board to issue a Request For Proposal (RFP) for a property tax management system to replace our current system and vendor, CREST Software Corporation. We received three responses. Colorado CustomWare, Inc., DevNet, Inc. and Manatron, Inc. were the respondents. The prices ranged from $341,510 to $988,278.

Upon review of the responses by the Working Group, it was agreed upon to recommend the vendor Manatron as the bid recipient with the major deciding factor being the company had a California ready "Off The Shelf" product. On August 21, 2012 we went to the FAC and received a concurring recommendation that the bid be awarded to Manatron under the cost proposal presented herein.

Manatron has been in business since 1969 and specializes in property tax management software. Manatron was acquired by Thomson Reuters in 2011. Thomson Reuters Government Management Revenue software, of which Manatron is a part of, is currently in place in over 1600 jurisdictions in 42 states and 45 countries throughout the world. Resources such

as these will allow Manatron to devote the time and energy necessary to implement their product and in turn develop a stable, long-term relationship with the County.

ALTERNATIVES:

The Board can choose not to award the bid for RFP-PTMS12. In such a case, the County will continue to operate using the vendor Crest Software Corporation. It is not advisable to continue to do so, as this is a high-risk relationship completely dependent upon the vendor and their ability to provide this service. The County will continue to provide basic services to the taxpaying public, but at a limited level of service. We will be denying ourselves the opportunity to provide online services to the public at all levels of property management. We will be turning our backs on this opportunity to truly automate multiple departments and their databases and bring together a cohesive way of doing business.

The Board can choose to direct the Working Group to award the bid to another vendor. This is not advisable as Manatron is the only vendor who responded that has a California ready product. The other two vendors would require the assistance of County personnel to develop and implement a working product. We do not have the staff time or expertise to accomplish this. This option may result in an upfront cost savings, but we would lose any and all savings through the development phases.

OTHER AGENCY INVOLVEMENT:

City of Bishop. We will continue to require their Public Works Department's property information to be transferred to the County Assessor. There is currently a process in place that is working smoothly that will have a minimal impact.

FINANCING:

There is sufficient appropriation in the County 2012/2013 Property Tax Upgrade budget (011804) to fund the first year of this agreement and subsequent payments are contingent upon approval of future budgets.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* [signature] Approved: yes Date 12/11/2
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 12/12/12
PERSONNEL:	PERSONNEL RELATED ITEMS (Must be reviewed and approved by the personnel director prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE: Thomas W Lanshaw Date: 12/10/12
ASSESSOR

DEPARTMENT HEAD SIGNATURE: Date: 12/10/12
INFORMATION SERVICES

DEPARTMENT HEAD SIGNATURE: Date: 12/12/12
TREASURER-TAX COLLECTOR

MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE, AND SERVICES

Effective as of the date that this Agreement is last signed by either party (the "**Effective Date**").

By and Between	**And**
MANATRON, INC. – A Thomson Reuters Business 510 E. Milham Avenue Portage, Michigan 49002 ("**Manatron**")	**Inyo County** **168 N. Edwards Street** **Independence, CA 93526** **("Customer"**
Attention: Matthew Henry, Senior Contract Administrator Telephone No.: (866) 471-2900 ext. 7099 Fax No.: (269) 567-2930 E-mail Address: matt.henry@thomsonreuters.com	Attention: Alisha McMurtrie Telephone No.: (760) 878-0310 Fax No.: _____ E-mail Address: amcmurtrie@inyocounty.us
	Contact Person: _____ Telephone No.: _____ Fax No.: _____ Email Address: _____

This Master Agreement for Licensed Software, Hardware, and Services sets forth the terms and conditions under which Manatron shall license the software programs, sell the hardware, and/or provide the support and other services described in the attached Schedules CA2012.004.01 and all future Schedules that reference the Master Agreement No.CA2012.004. The term "Agreement" means this Signature Page, the attached General Terms and Conditions, and all Schedules attached hereto or subsequently signed by the parties.

The parties have executed this Agreement as of the dates set forth below their respective signatures.

MANATRON, a Thomson Reuters Business

By: _____
(Signature)

Its: _____
(Type or Print Position)

Date: _____

Witnessed: _____
(Signature)

By: _____
(Type or Print Name)

INYO COUNTY, CA

By: _____
(Signature)

Its: _____
(Type or Print Position)

Date: _____

By: _____
(Signature)

Its: _____
(Type or Print Position)

Date: _____

By: _____
(Signature)

Its: _____
(Type or Print Position)

Date: _____

Witnessed: _____
(Signature)

Date: _____

APPROVED AS TO FORM AND LEGALITY
DEPUTY COUNTY COUNSEL

© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS.

As used in this Agreement:

"Acceptance" shall have the meaning set forth in Section 3.2.2.

"Compliance Update" means a change made to the Software to reflect a mandated change in an applicable Law.

"Computer System" means the digital computer processor(s), random access memory, disk subsystem, network software, Database Software, operating system software, and other hardware or software components or programs that are used in conjunction with the Hardware and/or Software.

"COTS" means 'commercial-off-the-shelf' in reference to the product solution proposed for Inyo County.

"Customization" means any improvement, derivation, extension or other change to the Software made by Manatron at the request of Customer, including any that result from the joint efforts or collaboration of Manatron and Customer. Manatron may, from time to time and in its sole discretion, incorporate Customizations into the Software as "Enhancements."

"Database Software" means relational database management systems (RDMS), such as Microsoft SQL Server, Oracle, or similar Third-Party Software that is utilized by the Software to store Customer data on a disk sub-system as part of the operation of the Software.

"Designated Processor" means the computer processing device that provides the primary control for the interpretation and execution of the Software and is designated on the applicable Schedule or, if not so identified, on which the Software is initially installed or, if a software activator device is required, the computer processing device within which the software activator is properly installed.

"Documentation" means any standard operator and user manuals, product specifications, glossary, index, training materials, and other similar materials generally made available and provided by Manatron for use with the Software.

"End User" means the Customer or any employee(s), affiliate(s), agent(s), representative(s), or any other person under the direction or control of the Customer that uses the Software to perform certain functions or tasks as required by the Customer.

"Enhancement" means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application. Manatron may, in its sole discretion, designate an Enhancement as minor or major.

"Error" means any failure of the Software to conform in any material respect to the functional specifications contained in the Documentation, as published from time to time by Manatron.

"Error Corrections" means a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when implemented in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.

"Hardware" means the Computer System components and equipment, other than the Database Software, Software, and Third-Party Software as listed in the applicable schedule.

"Implementation Plan" means a detailed description of the tasks to be performed by each party in connection with the implementation of the Software, the deliverables for each task, and the commencement and completion dates for each task.

"Installation" means all preparation, processing, and other tasks necessary to install the Database Software, Software, or Third-Party Software on the Designated Processor to make it operational.

"Installation Date" means the date on which Manatron completes Installation of the Hardware at a location specified by Customer, or of the Software or Third-Party Software on the Designated Processor or, in the case where Customer requests or causes a material delay in the performance of installation, the date set forth in the Implementation Plan for commencement of installation (if for Hardware) or acceptance testing (if for Software or Third-Party Software).

"Law" means any applicable state, county, or local statute, law, ordinance, or code.

"Minimum Requirements" means the minimum requirements for the Computer System as set forth on the associated Schedules. The Software may operate on a Computer System that is below the Minimum Requirements, but such operation is not warranted by Manatron.

"Notice of Completion" means: (a) if Manatron is to provide implementation services, a written notice from Manatron stating that installation and implementation of all Hardware, Software, and/or Third-Party Software at Customer's site has been completed and that the Software is available for acceptance testing; or (b) in all other cases, a written notice from Manatron stating that all Hardware, Software, and/or Third-Party Software has been delivered.

"PMC" means 'Project Management Committee' in reference to the team of project managers that will provide project management leadership to the project.

"PMP" means 'Project Management Plan' and references the project management planning documents that will be completed during project initiation.

"Professional Services" means any Installation, Implementation Service(s), Software configuration, training, consulting, Support Service(s), Customization, and other similar service(s) performed by Manatron under the terms of this Agreement.

"Project Management" means the process of planning, scheduling, and controlling certain activities in order to meet project objectives.

"Release" means a version of the Software denoted by the number to the left of the decimal point (as compared to a change in the number to the right of the decimal point). For example, 4.x and 4.1 are the same Release; 4.x and 5.x are two different Releases. Releases include major Enhancements and the incorporation of any Version developed after the Release immediately preceding the most current Release.

"Schedule" and **"Schedules"** shall have the meanings set forth in Section 2.1.

"Seat" means a unique physical device, such as a terminal, microcomputer, or similar computing device that is part of the Computer System at which an End User has access to some or all of the Software or Third-Party Software.

"Site" means a single physical location and single database for which the Software is licensed. The number of Sites for which Customer is licensed to use the Software shall be specified in the applicable Schedule.

"Software" means the software program(s) (in object code format only) identified on the applicable Schedule, and includes Error Corrections, Compliance Updates, and new Versions and Releases of such program(s) that may be provided under this Agreement. The term "Software" excludes any Third-Party Software.

"Software Modification" has the same meaning as "Customization" if made at the request of Customer under the terms of this Agreement, and as "Enhancement" when made by Manatron as part of the development or enhancement of the Software or Third-Party Software.

© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

"**Support Services**" shall have the meaning set forth in Section 5.1.

"**Test Period**" means the thirty (30) day period following (a) Customer's receipt of the Notice of Completion or (b) in the case where Customer requests or causes a material delay in the performance of implementation services, the date set forth in the Implementation Plan for commencement of acceptance testing.

"**Third-Party Software**" means any third-party software program(s) provided to Customer under this Agreement and listed on the applicable Schedule.

"**User Acceptance Testing**" defines the project activity where the team is focused on executing test scripts defined to confirm critical requirements are provided and product is ready for deployment.

"**Version**" means a new version of the Software that includes minor Enhancements, Error Corrections, and/or Compliance Updates, which is indicated by a different number to the right of the decimal point (e.g., "4.1" and "4.2" represent different Versions of Release "4").

"**Web Hosting**" means providing the infrastructure, such as the hardware, software, and communication lines necessary to enable a computer system to communicate with a designated server.

2. SCHEDULES.

2.1 **Schedules**. Manatron shall license the Software, provide the Hardware, and perform the services described in the schedules designated on the Signature Page and such additional schedules as the parties may execute from time to time (individually and collectively referred to as the "**Schedule**" and "**Schedules**").

2.2 **Conflicting Terms**. Each Schedule shall be a part of and governed by the terms and conditions of this Agreement. If there is a conflict between these General Terms and Conditions and any Schedule, the terms of the Schedule shall control unless otherwise noted in any Schedule.

3. SOFTWARE LICENSE.

3.1 **Grant**. Manatron grants to Customer a perpetual, nontransferable (except as otherwise provided in Section 18.9), nonexclusive license to use the Software and Documentation solely on the terms and conditions set forth in this Agreement.

3.2 Acceptance Testing.

3.2.1 During the Test Period, Customer may test the Software to verify that it conforms in all material respects to the Documentation. If the Software does not so conform, Customer shall promptly notify Manatron in writing, and Manatron shall work diligently to correct all nonconformities free of charge to Customer. If after a reasonable period of time Manatron is unable to correct nonconformity in the Software, Customer may, as its sole and exclusive remedy, return the Software and Documentation to Manatron and receive a refund of any payments received for the license fee.

3.2.2 The Software shall be considered accepted for all purposes ("Acceptance") upon the earlier of: (a) notification by Customer that the Software is in compliance; (b) expiration of the Test Period if Customer fails to notify Manatron of any material nonconformity during that period; or (c) use of the Software by Customer for any purpose other than testing.

3.3 **Scope of Rights**. Customer may:

3.3.1 Install the Software on the Designated Processor and may, upon prior written notice to Manatron, move the Software to a different processor, or, in the event of a disaster, run the Software on a back-up processor.

3.3.2 If the Software is licensed on a Seat basis, use and execute the Software only on the licensed number of Seats designated on the applicable Schedule. Unless otherwise provided on the applicable Schedule, Customer must purchase a license for each Seat that has access to the Software.

3.3.3 If the Software is licensed on a Site basis, use and execute the Software only in connection with the operations of the Site(s). Unless otherwise provided in the applicable Schedule, Customer must purchase a license for each site for which the Software is used.

3.3.4 Make copies of the Software for backup and archival purposes only, provided that (a) no more than two (2) copies of the Software are in existence at any one time, and (b) Manatron's copyright and other proprietary legends are reproduced on each copy. Customer shall keep appropriate records of the number and location of all copies and make such records available to Manatron upon request. All copies that are made by Customer shall be the property of Manatron.

3.3.5 Make copies of the Documentation for Customer's internal use only, provided that Manatron's copyright and other proprietary legends are reproduced on each copy.

3.4 **Restrictions**. In addition to other restrictions set forth in this Agreement, Customer may not:

3.4.1 Use, copy, modify, or distribute the Software (electronically or otherwise) or any copy, adaptation, transcription, or merged portion thereof except as expressly authorized under this Agreement;

3.4.2 Use the Software for any purpose for the benefit of any third party (including any body of government other than the entity that executes this Agreement) in a commercial, retail, service bureau, or similar enterprise;

3.4.3 Translate, reverse engineer, decompile, recompile, update, enhance, or create derivations of all or any part of the Software, or merge any Software with any other software or program, including, without limitation, the structure and sequence of any database and/or database files, including those created by Customer under this Agreement; or

3.4.4 Without prior written approval of Manatron, modify or manipulate the data maintained in the standard database structure schema that is documented as part of the Software, except by those provided in the Software.

3.4.5 Without prior written approval of Manatron, modify, extend, or add tables, including, without limitation, the structure and sequence of any database or database files that are used by the Software, including those created by or for Customer under this Agreement; or

3.4.6 Remove the labels or any proprietary legends from the Software or its Documentation.

3.5 **Title**. Manatron reserves all rights not expressly granted to Customer hereunder. Customer understands that the license granted herein transfers neither title nor proprietary rights to Customer with respect to the Software or Documentation. Any data supplied by Customer shall remain the property of Customer.

3.6 **Right to Audit**. Manatron shall have the right, within ten (10) days of Manatron's written request, during normal business hours and at times mutually agreed upon by Manatron and Customer, to audit Customer's use of the Software to monitor compliance with this Agreement. If an audit reveals that Customer has exceeded the restrictions on use, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to Manatron of the underpayment.

3.7 **Third-Party Software**. Customer acknowledges and agrees that each Third-Party Software product is the property of the respective third-party owner or licensor and that Customer has no right or title, nor will it assert any

right or title, in the same except as expressly granted in writing by the terms and conditions of such third-party license or purchase agreement. All Third-Party Software provided to Customer under this Agreement shall be used only in accordance with the applicable license agreement from the third-party owner or licensor.

3.8 **Tools; Customizations.** Customer shall not have any right to independently make such changes to the underlying code of the Software. Customer may develop, and shall retain ownership of, hooks, interfaces, or similar tools for use with the Software, provided that the hook, interface, or tool does not use any part of the Software or require any modification or alteration of the underlying code of the Software. Manatron shall own all right, title, and interest (including all associated intellectual property rights) in and to any Customizations to the Software.

4. HARDWARE.

4.1 **Delivery**. If Hardware is provided to Customer under this Agreement, Manatron shall coordinate delivery of the Hardware to Customer. Manatron shall deliver all Hardware to Customer FOB Customer's location.

5. SUPPORT SERVICES.

5.1 **Scope**. Provided that Customer is current in the payment of the applicable support fee, Manatron shall provide the following support services (collectively referred to as "**Support Services**"):

5.1.1 **Telephone Support.** Manatron shall provide Customer with telephone support services for Hardware and Software from 8:00 a.m. to 8:00 p.m. Eastern Standard Time (EST), Monday through Friday, excluding the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the immediately succeeding Friday, Christmas Eve, and Christmas Day. Manatron may from time to time amend its holiday schedule upon at least sixty (60) days' prior written notice to Customer.

5.1.2 **Web Site**. Manatron shall maintain a web site that contains information concerning the Software and Support Services.

5.1.3 **Error Corrections**. Manatron will respond to any Errors reported by Customer in accordance with its response policy attached hereto as Appendix A. Manatron may from time to time amend its response policy upon at least sixty (60) days' prior written notice to Customer.

5.1.4 **Compliance Updates.** Manatron shall exercise due diligence and, in accordance with the highest professional standards, provide Customer, in a timely manner, with Compliance Updates, provided that Customer actively monitors changes in applicable laws and provides Manatron with timely written notification of such changes. Customer understands and agrees that Manatron's ability to meet its obligations under this Section 5.1.4 is contingent upon publication of the change by the applicable regulatory agency and notification to Manatron in a manner that provides Manatron sufficient time to prepare and distribute the Compliance Update before the effective date of the change. Manatron shall not be responsible for and assumes no liability for any failure by any agency to provide sufficient advance notice of any change or any errors or omissions contained in any information provided by any agency. Some compliance updates may require a nominal technical effort by Manatron. In such case, those updates will be included in the maintenance fees at no additional cost. All other compliance update effort by Manatron shall be spread on an equitable basis across Manatron's affected customer base, on a time and materials basis.

5.1.5 **Versions**. Manatron shall provide Customer with new Versions of the Software; including the web-based GRM Valuation module (RPA). Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

5.2 **Supported Software**. Manatron's obligation to provide Support Services shall extend only to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number. For example, if the current Release is 4.5, Manatron will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Manatron as additional consulting services for which Customer will be billed at Manatron's then-current time-and-material rates.

5.3 Customer Obligations.

5.3.1 Customer shall designate one or more persons, depending on the size and complexity of Customer's application, through whom requests by Customer for Support Services shall be made. Manatron shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person at any time upon notice to Manatron.

5.3.2 Customer shall implement and follow the reasonable written instructions of Manatron regarding operation of the Software.

5.3.3 Customer shall purchase, install, and maintain a Computer System that complies with the Minimum Requirements.

5.4 **Third-Party Software Support.** Manatron shall provide Customer with telephone assistance for the Third-Party Software during the hours set forth in Section 5.1.1. If Manatron is unable to resolve a problem with the Third-Party Software, it shall contact the appropriate vendor on Customer's behalf and coordinate and monitor correction efforts by the vendor.

5.5 **Hardware Maintenance**. Manatron may provide maintenance services for Hardware or third-party hardware and equipment as set forth in the applicable Schedule ("Hardware Maintenance"). Hardware Maintenance shall not include standard supplies such as ribbons, paper, forms, media, print heads, toner, or laser drums. Manatron is not responsible or liable for any problems associated with Customer's installation or use of any third-party hardware, equipment, or system or application software not purchased by Customer from Manatron or the attachment of third-party hardware or equipment to the Customer's Computer System. Manatron is not obligated to repair damage to any Hardware or third-party hardware or equipment caused either directly or indirectly by nuclear radiation, accident, negligence or abuse, electrical power fluctuation, fire, windstorm, acts of terrorism, or acts of God.

5.6 **Services Outside Scope**. The exclusions set forth in Section 10.4 shall apply to Manatron's obligations to provide Support Services under this Section 5. Services provided by Manatron that are not within Manatron's obligations under this Agreement shall only be performed after the execution of, or an amendment to, a Professional Services Schedule or an approved change control and shall be billed at Manatron's then-current time-and-material charges, including travel and all other out-of-pocket expenses. Manatron shall bill Customer a minimum charge of two (2) hours for all services provided under this Section 5.6.

6. OTHER SERVICES.

6.1 **Description**. Manatron shall provide Services (other than Support Services) as set forth in the applicable Schedule.

6.2 **Implementation Services**. The terms set forth in this Section shall apply if the applicable Schedule provides for the provision of implementation services by Manatron:

6.2.1 **Joint Development**. Manatron and Customer shall jointly develop the Implementation Plan using Manatron's standard implementation methodology. The Implementation Plan shall be made part of the applicable Schedule without any further action.

6.2.2 **Amendments**. Manatron and Customer contemplate that the Implementation Plan will from time to time be amended during the project. All amendments to the Implementation Plan shall be made in writing on a change control request form and signed by the Project Manager for each party (as defined below). Services requested of and provided by Manatron that are not within

Manatron's obligations under this Agreement shall be subject to the payment provisions set forth in Section 8.3.

6.2.3 **Performance Dates.**

6.2.3.1 **Interdependencies of Dates.** Each party understands that any variation from the performance dates set forth in the Implementation Plan may adversely impact project milestones and completion dates, including, without limitation, the date of completion of the project.

6.2.3.2 **Efforts.** Each party agrees to use all commercially reasonable efforts to fulfill its obligations under the Implementation Plan and to meet the performance dates set forth in the Implementation Plan.

6.2.3.3 **Adjustments.** To the extent that either party fails to perform its obligations in accordance with the performance schedule that is set forth in the Implementation Plan, the parties may negotiate an adjustment to the schedule in accordance with Section 6.2.2.

6.2.4 Project work will commence after Customer approval of Master Agreement and payment schedule is complete.

6.2.5 **Manatron Project Manager.** Manatron shall, as soon as practicable following the execution of the applicable Schedule, assign a project manager (the "Manatron Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Manatron under the Schedule and who shall be the primary point of contact for Manatron. Manatron may not substitute other persons in this position without the prior written approval of Customer, which approval shall not be unreasonably withheld. Manatron agrees that the Manatron Project Manager shall dedicate such time as needed to perform the services in accordance with the performance schedule set forth in the Implementation Plan.

6.2.6 **Customer Project Manager.** Customer shall, as soon as practicable following the execution of the Schedule, assign a project manager (the "Customer Project Manager") who shall have the principal responsibility for overseeing and managing the performance of obligations of Customer under the Schedule and who shall be the primary point of contact for Customer. Customer may replace the person serving as its Customer Project Manager upon prior written notice to Manatron.

7. INSURANCE

7.1 **Insurance Coverage.** During the term of this Agreement, Manatron shall maintain insurance coverage covering its operations as follows:

Insurance Type	Maximum Coverage Amount (per occurrence)
Workers' Compensation and Employer Liability.	No less than the limits of liability required by law.
Automobile Liability.	No less than $1,000,000
Data Processing Errors & Omissions.	$3,000,000
Commercial General Liability:	
General Aggregate	$ 2,000,000
Products	2,000,000
Personal/Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage	1,000,000
Medical Expenses	10,000

7.2 **Certificate.** Upon request by Customer, Manatron shall provide Customer with certificate(s) of insurance. Manatron shall provide Customer with at least thirty (30) days written notice prior to the expiration or cancellation of coverage afforded under the applicable policies.

8. FEES AND PAYMENT TERMS.

8.1 **License Fees.** Customer shall pay Manatron the license fees set forth in the applicable Schedule. Unless otherwise provided in the applicable Schedule, the license fees shall be payable in full by Customer upon the earlier of (i) execution of this Agreement, (ii) execution of the applicable Schedule, or (iii) delivery of Software to Customer.

8.2 **Support Fees.** Customer agrees to pay Manatron the support fees set forth in the applicable Schedule. Unless otherwise stated in the applicable Schedule, support fees shall be invoiced annually in advance, commencing on the first day of the month next following the date of installation. After initial term, Manatron shall have the right to increase the annual support fees no more than CPI + 3% for existing Software Releases upon 60-day prior written notice .Support fee increases will not be arbitrary or unreasonable. In the event Manatron provides Customer with any new software product or Release, Manatron may publish and apply a revised Support Services fee schedule that shall not be subject to the aforementioned price increase limitations. The annual support fee shall be adjusted to reflect any purchases of additional Seat licenses by Customer.

8.3 **Other Services Fees.** Unless otherwise stated in the applicable Schedule, Customer shall pay all fees for Services (other than Support Services) on a time-and-material basis based on Manatron's then-current rates and charges for the Services. Manatron will bill other Services as used.

8.4 **Hardware Fees.** Customer agrees to pay Manatron the fees for Hardware set forth in the applicable Schedule. Unless the applicable Schedule states otherwise, Hardware fees shall be due and payable in full by Customer upon Customer's receipt of the Hardware.

8.5 **Reimbursable Expenses.** Customer agrees to reimburse Manatron for all reasonable and customary out-of-pocket expenses, including, but not limited to, travel, tolls, parking, lodging, and communication expenses incurred by Manatron in connection with the performance of Services. Meal expenses shall not exceed current per diem rates as published by the United States General Services Administration for Inyo County. Mileage will be reimbursed at the current IRS standard mileage rates for employees, self-employed individuals, or other taxpayers to use in computing the deductible costs of operating an automobile for business.

8.6 **Invoices/Acceptance.** All invoices shall be paid in accordance with the terms set forth in the applicable Schedule. If Customer delays an invoice payment for any reason, Customer shall promptly notify Manatron in writing the reasons for such delay. Unless otherwise agreed by both parties, Manatron may apply any payment received to any delinquent amount outstanding.

8.7 **Taxes.** The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income. It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days after receiving written notice of such tax liability from Manatron.

8.8 **Penalties for Delay** Neither Customer nor Manatron shall be subject to any delay penalty, contract fee adjustment, offset or liquidated damages as a result of any delay, except for the delay of payment(s) as set forth in Section 8, unless. specifically set forth in the applicable Schedule.

8.9 **Price Changes.** If Manatron utilizes a third-party Hardware Maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware Maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware Maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Third-Party Software and/or Hardware Maintenance services provided by Manatron upon thirty (30) days

© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

prior written notice to Customer, but no more than once every twelve (12) month period under this Agreement.

9. ADDITIONAL CUSTOMER RESPONSIBILITIES.

9.1 **Communications Equipment.** At a minimum, Customer is required to provide Manatron with access to their computer system over the Internet. Internet-based connections must be secured using the Microsoft Windows or Cisco VPN client. All other VPN clients are not supported.

9.2 **Site Condition.** Customer shall assume responsibility for site conditions.

9.3 **Records.** Customer shall create and maintain timely, accurate, and readable electronic back-ups of all data and program and system files.

9.4 **Computer Virus Protection.** Customer shall, at its own expense, install and periodically update a computer virus program to protect its Computer System and database from computer viruses that may, from time to time, be transmitted or downloaded. Manatron shall not be responsible for any computer virus and expressly disclaims any liability for loss or damage caused by any computer virus on Customer's computer platform or database.

9.5 **Security.** Customer shall, at its own expense, protect the security of its Computer System and prohibit unauthorized access to the Computer System. Manatron shall not be responsible for any security breach and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System.

10. WARRANTIES.

10.1 **Software.** Manatron warrants that the Software will conform in all material respects to the functional specifications contained in its then-current Documentation for a period of thirty (30) days after the Acceptance Date. Manatron agrees to correct or replace, at no charge, any nonconformity of which it receives notice during the warranty period. In addition, Manatron warrants that any Enhancement, Customization, Compliance Update, and/or Error Correction will conform in all material respects to the functional specifications contained in the then-current Documentation. The warranty for any Enhancement, Compliance Update, and/or Error Correction shall expire simultaneously with the expiration of the Software warranty. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of warranty under this Section 10.1, is the correction or replacement of any nonconformity. Customer shall provide Manatron with written notice that nonconformity exists, and Manatron shall have a reasonable period of time, based on the severity of the nonconformity, to correct the Software. Manatron warrants that the Software does not contain any disabling devices that would allow Manatron to terminate operation of the Software. Manatron further warrants that, to the best of its knowledge, the Software does not contain any viruses.

10.2 **Services.** Manatron warrants that all Services provided under this Agreement will be performed in a workmanlike manner. Customer shall notify Manatron in writing of any breach of this warranty within thirty (30) days after completion of the Service. Manatron's sole obligation to Customer, and Customer's exclusive remedy for breach of this warranty, is re-performance of the Service.

10.3 **Third-Party Software; Hardware.** MANATRON MAKES NO WARRANTY WITH RESPECT TO ANY HARDWARE OR THIRD-PARTY SOFTWARE, AND WHATEVER WARRANTY MAY APPLY TO ANY HARDWARE OR THIRD-PARTY SOFTWARE PRODUCT, IF ANY, IS ONLY AS IS EXPRESSLY STATED BY THE THIRD-PARTY MANUFACTURER, OWNER, OR LICENSOR OF THE HARDWARE OR THIRD-PARTY SOFTWARE. MANATRON EXPRESSLY DISCLAIMS ALL WARRANTIES FOR THE HARDWARE AND THIRD-PARTY SOFTWARE, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

10.4 **Exclusions.** Manatron's warranty obligations and other obligations under this Agreement with respect to the Hardware and Software are expressly conditioned upon Customer's proper use and do not include:

10.4.1 Support or correction of errors or increases in service time that result from (a) accident, neglect, misuse, or use other than ordinary use; (b) failure of electrical power, air conditioning, or humidity controls that cause a computer failure; and (c) modifications made to the Software by other than a representative of Manatron;

10.4.2 Problems and errors that Manatron and/or Customer cannot reproduce;

10.4.3 Problems relating to or caused by (a) any hardware, third-party software, Internet Service Provider (ISP), or software that was not supplied by Manatron, or (b) use of a Computer System that does not meet the Minimum Requirements; or

10.4.4 Problems relating to or caused by changes in, or modifications to, the operating characteristics of any computer hardware or operating system for which the Software is procured.

10.5 Corrections of errors, defects, and malfunctions that are traceable to any of the foregoing or to any Customer errors or system changes, any ISP, or any third-party hardware and/or software shall be billed at Manatron's then-current time-and-material rates, including out-of-pocket expenses.

10.6 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 10 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. MANATRON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

11. CONFIDENTIAL INFORMATION.

11.1 **Defined.** As used in this Section 11, "Confidential Information" includes the Software and Customizations in any embodiment, the terms, conditions, and pricing of this Agreement, and either party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing, and future business plans, as well as any and all internal customer and employee information, and any information exchanged by the parties that is clearly marked with a confidential, private, or proprietary legend. Information that is conveyed orally shall be designated as confidential at the time of disclosure and shall be reduced to writing within ten (10) business days. Notwithstanding any provision in this Section 11.1, Customer specifically acknowledges that the Software, including without limitation the database architecture and sequence and Documentation, comprise Confidential Information and know-how that are the exclusive property of Manatron.

11.2 **Nondisclosure.** The parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. The recipient shall protect the Confidential Information from disclosure by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination, or publication by its employees or agents. Customer further agrees that it will not allow any form or variation of the Software to enter the public domain. Both parties acknowledge that any breach of its obligations with respect to Confidential Information may cause the other irreparable injury for which there are inadequate remedies at law, and that the non-disclosing party shall be entitled to equitable relief in addition to all other remedies available to it. Customer shall not disclose the results of any performance or functionality tests of the Software to any third party without Manatron's prior written approval.

11.3 **Exceptions.** A party's Confidential Information shall not include information that (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information

of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 **Scope**. Manatron agrees to indemnify and defend Customer against any claim or action brought by any third-party for actual or alleged infringement of any United States patent, copyright, or trade secret based upon Customer's own internal use of the Software in accordance with this Agreement and to pay any damages and costs finally awarded against Customer or paid in settlement. Manatron shall work with the Customer to conduct the defense of any claim or action and all negotiations for its settlement, unless the parties to this Agreement agree otherwise in writing.

12.2 **Notice**. Customer shall give Manatron prompt written notice of any threat, warning, or notice of any claim or action that could have an adverse impact on Manatron's rights in the Software.

12.3 **Alternatives.** Manatron shall not be responsible for any settlement entered into without its consent. In the event of a claim or action under Section 12.1, Manatron may, in its sole discretion, (a) procure for Customer the right to continue using the Software; (b) provide a substitute, non-infringing Software; or (c) terminate this Agreement and refund the license fees paid by Customer, less depreciation, using a five-year, straight-line method of calculation.

12.4 **Exclusions**. Manatron shall have no obligation under this Section 12 with respect to any claim or action that is based upon (a) Customer's use of the Software in breach of any term or condition of this Agreement; (b) the use or combination of the Software with any third-party product, software, hardware, or system other than that purchased and used pursuant to this agreement; (c) modification of the Software other than by a representative of Manatron; (d) use of a Version of the Software other than the most current Version of the Software, where use of the most current Version would have avoided the claim of infringement.

12.5 **Sole Remedy**. This Section 12 states Manatron's sole responsibility and obligation, and Customer's sole and exclusive remedy for any infringement claim.

13. LIMITATIONS OF LIABILITY.

13.1 **Hold Harmless and Limitation of Liability**. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions to act of contractor or its officers, agents, or employees in the performance of this contract, including the use of the software under this contract. Likewise, the Customer shall hold harmless and indemnify Manatron from any liability, claims, losses, damages, or expenses arising from County's active negligence or willful acts. To the extent that liability should arise from an event in which both Manatron and the Customer have contributed fault, said liability shall be apportioned in proportion to each party's contribution to the event. Furthermore, both Manatron's and the customer's liability for damages of any kind, regardless of the form of action or theory of liability, shall not exceed Manatron's or the customer's insurance coverage. To the extent that a claim is not within Manatron's insurance coverage, neither party's liability shall exceed $5,000,000.

14. THIRD-PARTY SERVICE DISCLAIMER. Unless otherwise stated in the applicable Schedule, Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of services provided by any third party contracted by Customer to perform services in connection with the Software.

15. TERM.

15.1 **Agreement**. This Agreement shall begin on the Effective Date and shall remain in full force and effect until the last Schedule has expired or has been terminated, unless sooner terminated in accordance with the terms of Section 16.

15.2 **Software and Third-Party Software Support Services**. Unless otherwise provided in the applicable Schedule, Support Services for Software and Third-Party Software shall commence on the first of the month next following Installation and shall continue for an initial period of one hundred and twenty (120) months ("Software Support Services"). Software Support Services shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Software Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

15.3 **Hardware Maintenance Services**. Unless specifically identified in the Support Services Schedule, all Hardware Maintenance will default to "Manufacturer Warranty Only."

15.4 **Other Services**. The term for Services (other than Support Services) provided under this Agreement, excluding support services, shall terminate upon completion of the services or shall remain in effect for the period specified in the applicable Schedule.

16. TERMINATION.

16.1 **By Either Party**. Either party may, at its option, terminate a Schedule immediately upon written notice to the other party if the other party:

16.1.1 Breaches its confidentiality obligations under this Agreement;

16.1.2 Breaches any obligation set forth in this Agreement and fails to cure the breach or develop a plan to cure the breach within thirty (30) days after written notice of the breach from the other party;

16.1.3 Ceases conducting business in the normal course, admits its insolvency, or makes an assignment for the benefit of creditors;

16.1.4 Becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization, and such proceeding is not dismissed within ninety (90) days after it is commenced.

16.2 **By Customer.** In the event the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within thirty (30) days following the beginning of the fiscal year for which the proper appropriation is not available, provide Manatron with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed Manatron under this Agreement, if any. No penalty shall accrue to Customer in the event of exercise of termination due to non-appropriation. If this Agreement is terminated pursuant to this Section 16.2, Customer agrees to grant Manatron a right of first refusal to continue under the terms of this contract for a period of two (2) years from the date of exercising this Section 16.2. If funds should not become available with two (2) years of said date, Customer shall be free to contract with Manatron or any other available source when they do become available.

16.3 **Effect of Termination**. The termination of this Agreement shall not affect the Customer's rights to the Software pursuant to Section 3.1 provided that Customer has paid all Software license fees set forth in the applicable Schedule(s) and Customer is not in breach of any provision of this Agreement or the Schedules. If Customer terminates this Agreement prior to the payment of all Software license fees, or if Customer is in breach of this Agreement, Customer shall immediately cease using the Software and shall either destroy or return the original and all copies, in whole or in part, in any form, of the Software and related materials. Customer will have access to their data stored

© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

within the software for a period of 30 days from the date of termination for the purposes of extraction. Customer shall certify such action in writing to Manatron within one (1) month after the termination date. If Customer terminates a Schedule for Support Services under Section 16.1 above, Customer shall receive a prorated credit of the annual support fee paid for the then-current term to be applied to future services. Upon termination of a Schedule, Customer shall, within thirty (30) days of termination, pay all amounts due and owing under that Schedule. Upon termination of the applicable Schedule and upon request by Customer, Manatron shall return all data supplied by Customer in a format reasonably requested by Customer (other than Manatron's proprietary format) upon payment of Manatron's then-current fee for this service.

16.4 **Survival of Certain Obligations**. Obligations and rights in connection with this Agreement which by their nature would continue beyond the termination of this Agreement, including without limitation, Section 11, shall survive termination of this Agreement.

17. DISPUTE RESOLUTION.

17.1 **Informal Dispute Resolution**. If a dispute, controversy, or claim arises between the parties relating to this Agreement, the parties shall promptly notify one another of the dispute in writing. Each party shall promptly designate a representative to resolve the dispute. The representatives shall meet within ten (10) days following the first receipt by a party of such written notice and shall attempt to resolve the dispute within fifteen (15) days.

18. GENERAL.

18.1 **Customer List; Publicity**. Customer authorizes Manatron to use Customer's name in its list of Customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Software and Support Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Manatron may publicly refer to Customer (by name only) as being a customer of Manatron, and only in relation to this Agreement except as otherwise authorized by Customer.

18.2 **Amendments**. No provision of this Agreement may be amended or modified except by a written document signed by duly authorized representatives of both parties.

18.3 Notices.

18.3.1 **Delivery**. Except as otherwise provided herein, any notice or other communication between the parties hereto regarding the matters contemplated by this Agreement may be sent by United States mail (first class, airmail, or express mail), commercial courier, facsimile, or electronic mail, in each case delivered to the address specified for the recipient. Any written notice required to be sent under Section 16 ("Termination") or Section 17 ("Dispute Resolution") must be sent by U.S. mail (first class, airmail, or express) or commercial courier.

18.3.2 **Receipt**. Communications shall be deemed received, if by mail, on the earlier of receipt or the third calendar day after deposit in the mail with postage prepaid; if by courier, when delivered as evidenced by the courier's records; if by facsimile, upon confirmation of receipt by the sending telecopier; and if by electronic mail, when first available on the recipient's mail server. If received on a day other than a business day, or on a business day but after 4:30 p.m., recipient's local time, the communication will be deemed received at 9:00 a.m. the next business day.

18.3.3 **Contact Person**. Notices shall be addressed to the attention of the contact person listed on the Signature Page. Any party may change its contact person or address for purposes hereof by delivering a notice thereof to each other party hereto, but any element of such party's address which is not specified in that notice shall not be deemed changed.

18.4 **Technology Life Expectancy**. Customer understands, acknowledges, and agrees that the technology upon which the Hardware, Software, and Third-Party Software is based changes rapidly. Customer further acknowledges that Manatron will continue to improve the functionality and features of the Software to improve legal compliance, accuracy, functionality, and usability. As a result, Manatron does not represent or warrant that the Hardware, Software, and/or Third-Party Software provided to Customer under this Agreement or that the Computer System recommended by Manatron will function for an indefinite period of time. Rather, Manatron and Customer may, from time to time, analyze the functionality of the Hardware, Software, Third-Party Software, and Computer System in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include, without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

18.5 **Excusable Delays**. Neither party shall incur liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement, excluding payment obligations, where such failure is caused in whole or in part by events, occurrences, or causes beyond the reasonable control of the party, provided that such party has taken reasonable steps to mitigate the effects of such delay.

18.6 **Injunctive Relief**. Manatron and Customer agree that in the event of any breach of Section 11, monetary damages may not be a sufficient remedy or protection for the aggrieved party, and that the aggrieved party shall be entitled to injunctive or other relief as may be deemed proper or necessary by a court of competent jurisdiction.

18.7 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of California.

18.8 **Assignment**. Neither Manatron nor Customer shall assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

18.9 **Severability**. If any provision of this Agreement is prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

18.10 **Counterparts**. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

18.11 **Subcontractors**. Manatron reserves the right to subcontract work to US based subcontractors being paid at a living wage cost of living, as it deems necessary, to perform the Services under this Agreement. Manatron shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees. Manatron agrees to notify Customer if a third-party is to be sued to provide direct services or will have access to customer data.

18.12 **Independent Contractor**. The relationship of Manatron to Customer shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.

18.13 **Waiver**. No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstance giving rise to such right.

18.14 **Executable by Facsimile**. Any signature of this Agreement or any Schedule through facsimile shall constitute execution of the Agreement or Schedule by such party.

18.15 **Non-Discrimination**. Manatron, to the extent required by law, shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

18.16 **Entire Agreement**. This Agreement embodies the entire agreement and understanding between Manatron and Customer with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Agreement. The terms and conditions of any purchase order or other instrument issued by Customer which are in addition to or inconsistent with this Agreement shall be of no effect and shall not be binding on Manatron.

APPENDICES REFERENCED AND INCORPORATED HEREIN:

A = Response Policy
B = Statement of Work
C = Product Feature List
D = GRM Hardware/Server Configuration Recommendation

© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

APPENDIX A

RESPONSE POLICY

Manatron shall respond to any Errors reported by Customer based on the priority code assigned to such Error. Customer shall identify the priority code when it initially reports the Error to Manatron. Manatron may, in its reasonable discretion, re-classify the Error after its initial investigation. If Customer requests, in writing, that the Error be resolved with a priority code higher than the assigned level, Customer will pay Manatron for that support on a time-and-materials basis at Manatron's then current rates. The priority codes and responses are as follows:

Priority	Definition/Impact	Manatron's Responses
1	The problem causes an immediate major impact on Customer's business. The problem has caused Customer's use of the software, or a significant component thereof, to stop or substantially deviate from the Documentation. No timely workaround exists.	Manatron will use all commercially reasonable efforts to: (i) respond to Customer within one hour, indicating that Manatron has received the report of the error; (ii) provide an initial status report to Customer within two hours, and regularly communicate thereafter the status of a reported incident; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software as soon as reasonably possible.
2	The problem causes an impact on Customer's business. A workaround is not available; however, processing can still continue but in a restricted manner.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within four hours of the report; (ii) verify the reported error and regularly communicate the status to Customer; and (iii) provide the appropriate modifications, bug fixes, and other changes to the software within ten days, or to continue its efforts indefinitely beyond this period when an error remains unresolved.
3	The problem has a minor impact on Customer's business. The problem does not prevent operation of the software.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) respond to the error within thirty days.
4	The problem has no business impact.	Manatron will use all commercially reasonable efforts to: (i) acknowledge receipt of the error within one business day of the report; and (ii) consider addressing the issue in a future version or release.

KZLIB:388350.7\116365-00001
12/10/12 5:47 PM~~12/10/12 5:31 PM~~

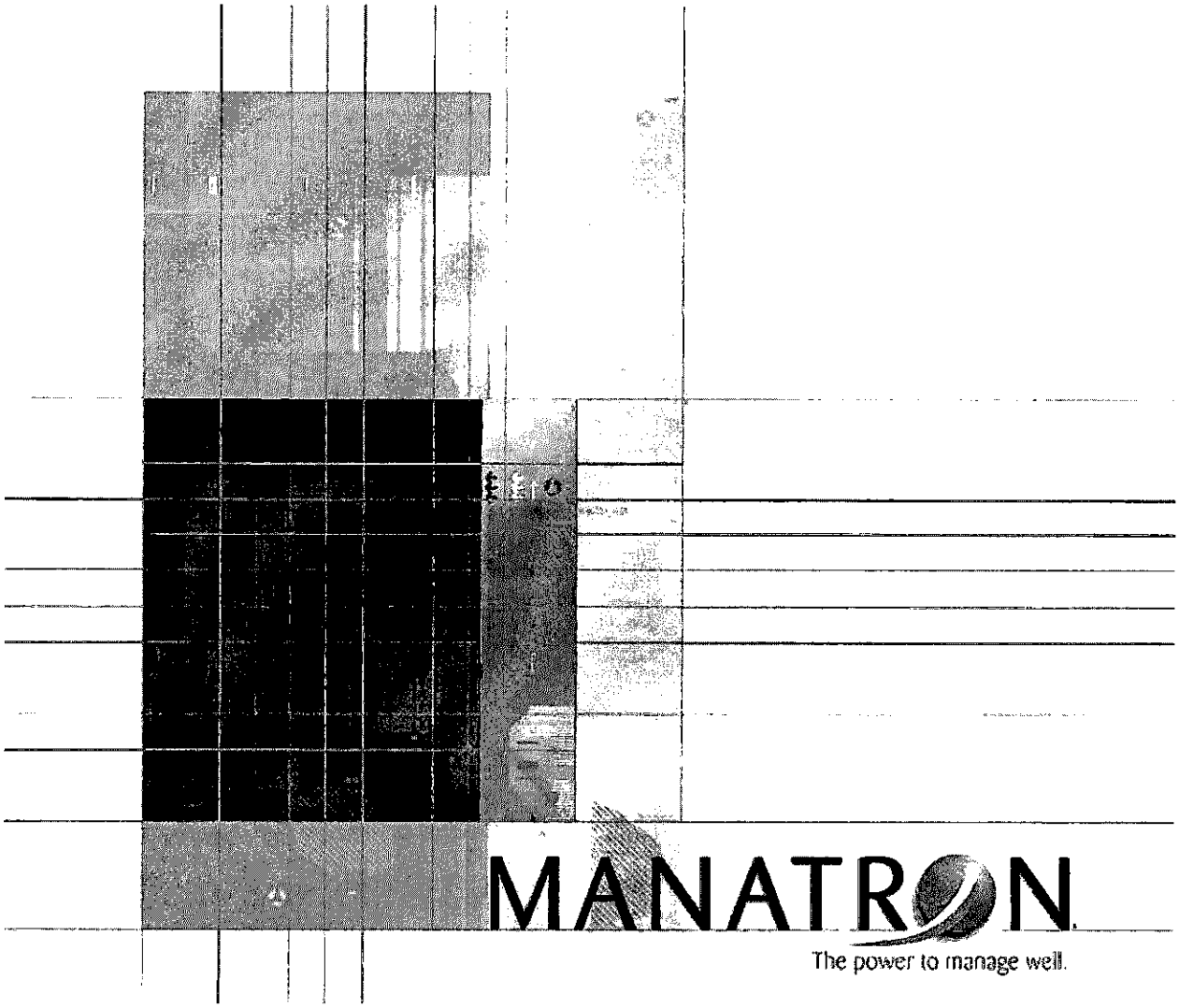
© Manatron, Inc. 2012

CONFIDENTIAL INFORMATION

STATEMENT OF WORK

Appendix B

Inyo County, California



Version 5.0

THOMSON REUTERS

Document Information

Document Title	Statement of Work (SOW)	
Author	Contract Management	
To Be Approved By	Inyo County, CA Project Sponsor	
Comments		
File Name		

REVISION HISTORY

Rev	Section	Type	Date	Author	Remarks
1.0	All	Template		Jane Pope	Inyo County modifications
2.0	All	Redlines	10/23/2012	Jane Pope	Inyo County redlines incorporated
3.0	All	Redlines	11/28/2012	Jane Pope	Inyo County Council redlines incorporated
4.0	All	Redlines	11/28/2012	Jane Pope	Inyo County review
5.0	All	Redlines	11/30/2012	Jane Pope	Additional changes

Table of Contents

1 Introduction **4**

1.1 Document Purpose *4*

1.2 Project Background and Objectives *4*

1.3 Definitions/Abbreviations *4*

2 Scope Summary **4**

2.1 Project Start *5*

2.2 Project Completion *5*

3 Project Work Definitions **5**

3.1 Project Management *6*

3.2 Project Planning and Initiation *7*

3.3 Project Reporting *8*

3.4 Place of Performance *9*

3.5 Product Overview and Configuration Analysis Workshops *9*

3.6 Data Conversion Activities *10*

3.6.1 Data Conversion Plan 10

3.6.2 Data Mapping Review 11

3.6.3 Data Conversion Development and Test 11

3.6.4 Data Conversion Delivery 12

3.7 Documentation *12*

3.8 Client Training *13*

3.8.1 Training Database 14

3.8.2 Training Curriculum 14

3.8.3 Training Location/Facilities 14

3.8.4 Training Materials 15

3.9 Development *15*

3.10 User Acceptance Testing *15*

3.11 Infrastructure Planning *16*

4 Project Deliverables and Milestones **17**

5 Project Schedule (Template) **22**

6 Responsibilities **24**

6.1 The Customer Responsibilities *24*

6.1.1 Office Facilities 24

6.1.2 Facilities Access 24

6.1.3 Data 24

6.1.4 Training 24

6.1.5 Test Cases 25
6.1.6 Procurement 25
6.1.7 Staging Areas/Application Environments 25
6.1.8 Backup Equipment 25
6.1.9 Software Solution Lab 25
6.1.10 Network Infrastructure 25
6.1.11 Task Responsibility Matrix 26
7 Milestone/Deliverables Acceptance 27
8 Payment Schedules 28

1 Introduction

1.1 Document Purpose

This Statement of Work (SOW) is attached and made part of the contract number CA2012.004 *for Licensed Software and Services* by and between Manatron, Inc., a Thomson Reuters Business, (hereafter referred to as **Manatron**) and INYO COUNTY, CA (herein referred to as **Customer**), dated November 28, 2012. This document, when executed as part of this agreement, defines the work requirements for the Integrated Property Tax Management Solution. It is intended to act as a guide to the understanding between Manatron and the Customer's Offices of responsibilities related to the project implementation.

1.2 Project Background and Objectives

Manatron has developed this document in compliance with requirements identified as a part of the submission of the Manatron proposal in response to the Inyo County, CA Request for Proposal of a Property Tax System. The SOW is included to further define the actions and responsibilities of Manatron and the Customer.

1.3 Definitions/Abbreviations

Where any word or phrase defined herein, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning here set forth in the Master Agreement CA2012.004.

2 Scope Summary

This SOW attached to the Master Agreement, CA2012.004 describes the Manatron GRM® product suite modules, project tasks and services activities involved in the implementation of the Customer's Integrated Property Tax Management System in response to requirements established by the Client and in accordance with the project requirements set forth in this document.

The project includes defined milestones, deliverables, a payment schedule and project plan to manage the implementation process. Once the actions described in the following Work and Deliverable sections are successfully completed, the scope of this project will end. Each milestone will require Acceptance by the Customer for that specific activity and at the

completion of implementation the Customer will provide a Final Acceptance for the Integrated Property Tax Management System.

All Manatron personnel, as well as products proposed to be furnished during the delivery of services under this SOW, will be detailed herein.

Requirement changes or services not explicitly included in the Manatron proposal in response to the requirements established by the Customer and in accordance with the project requirements set forth in this document will be considered out-of-scope, and will be handled through the change order process as defined in the Project Management Plan (PMP).

2.1 Project Start

Project work will commence after Customer approval of Master Agreement and payment schedule is complete. The project start will follow the schedule set forth in the Project Management Plan (PMP).

2.2 Project Completion

The proposed Integrated Property Tax Management System to meet the requirements set forth in this SOW is Manatron GRM® product suite and underlying GRM Framework fully integrated with all Manatron GRM® products.

The product features included are identified in Appendix C, Product Feature List. With this framework in mind, the estimated completion date and placement of the system into production is dependent on the completion of the product installation, configuration, data conversion, testing, training, and deployment activities. A mutually developed project schedule will be created during project start-up defining the tasks and timeline of the project. While dates are interdependent and subject to change, both parties agree to work diligently toward this date.

3 Project Work Definitions

Manatron will utilize its Project Methodology as detailed in the PMP to manage the project. Through the use of this discipline Manatron will provide overall project management, as well as software licenses, software integration, implementation services, sample test case s, acceptance test support, training, conversion management, consulting services, and associated deliverables as documented in this SOW. Upon project close-out and completion, the Manatron project team will fully transition the Customer into Maintenance and Support.

The Customer is expected to promptly assign a project manager and also provide required technical and domain expertise in accordance with a preliminary work plan developed by the PMC. The Customer project team will be responsible for providing facilities for project

activities, technical and domain expert resources throughout the project life-cycle, developing and executing test cases, providing end-user training, and change management to Customer department teams.

3.1 Project Management

Manatron will manage the overall project effort and supervise each project subgroup tasked with all key project deliverables. Manatron will appoint a project manager for the duration of the project that will be the primary point of contact with the Customer.

The Manatron Project Manager will be responsible for all aspects of the project implementation and will be fully knowledgeable of the objectives of the project, providing leadership to Customer resources (such as personnel, documents, and physical areas) and working in conjunction with the PMC for all administrative and technical decisions on the project.

Furthermore, the Manatron Project Manager will co-ordinate all Manatron on-site and off-site personnel working on the project. The Manatron Project Manager will schedule Manatron implementation team resources and work with the Customer's Project Manager to ensure that the Customer's team is available for planned activities as mutually defined in the Project Schedule and Work Plan.

All parties shall use their best efforts to maintain the same Project Manager until Final Acceptance of the System. However, if a party needs to replace its Project Manager, the party shall provide the other party written notice thereof at least ten (10) business days prior to the date the Project Manager shall be replaced. Such notice shall provide all the required information above. Notwithstanding the foregoing, the parties have the right to appoint temporary Project Managers in connection with short term unavailability, sick leave or vacations. Parties shall notify each other of any such temporary appointments. Customer may request Manatron to replace its Project Manager, by giving Manatron notification thereof and Customer's objective reasons therefore. Manatron shall work with the Customer to rectify concerns and in extreme circumstances may agree to replace the Project Manager.

Work under this SOW shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of the Customer and/or Manatron. The Customer's resources will also be adequately trained to perform the Customer's obligations under this SOW. The personnel of each party, when on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such individual is located.

3.2 Project Planning and Initiation

Manatron will provide the initial Project Planning tools including a proposed project schedule and estimated project staffing resource requirements.

Both parties agree that time is of the essence, and that the System will be implemented in accordance with the Project Schedule.

Manatron and Customer agree to manage to the project schedule, identifying risks and delays as soon as possible, so that appropriate steps can be identified and taken by the appropriate project team members. Delays to the schedule caused by change in scope or resource availability will be addressed in the Change Request Process.

The PMC will perform several tasks at the beginning of the project including:

- Develop PMP and associated governing plans, which include:
    - **Risk Management Plan** – A high level description of activities Manatron and the Customer will implement to mitigate identified areas of risk to the successful completion of the project. Risk management and control consists of keeping risks within agreed to bounds. It includes the identification, reporting and assessment of the status of each project risk at the appropriate management levels. The set of identified project risks is monitored via project cost, schedule and requirements management systems. New risks may be identified when any or all of the project control areas have significant deviation from the project plan. Risk reviews identify the status and the effectiveness of avoidance and contingency actions for each risk. This process will continually be reassessed during the reporting/status updates for the project. Details on procedures in place for managing risk during the implementation process will be defined in this plan and incorporated into the PMP.
    - **Resource Plan** – A high level document that sets forth how resources will be allocated for successful completion of the project.
    - **Communication Plan** – A high level description of the communication procedures, including the escalation process, used in communications between Manatron and the Customer during the project lifecycle. Project Reporting expectations should be documented in this plan and incorporated into the PMP.
    - **Change Request Plan** – A change request template and list of situations/activities that will require a duly authorized Change Request/Order to be considered valid. Change Control is a formal procedure to manage changes to project deliverables (including requirements, specifications and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. A Project Change Request (CR), available in the PMP, shall be the vehicle for communicating changes. The procedure to be used for all change control for the project is identified in this plan and incorporated into the PMP.

    - **Issue Management Plan** – An issue register and high level description of how issues will be classified, registered and resolved.
    - **Acceptance Plan** – A high level set of criteria for the final acceptance of the system.
    - **Quality Management Plan** – A high level description of Manatron procedures for ensuring the overall quality and efficacy of the software deployed.
- Establish a Project Management documentation library
    - Manatron will make a library of project documentation available to the Customer. The Customer shall have the option of posting all items from the library to a project portal, provided all documents are treated as confidential and proprietary, and not a matter of public record.
- Initiate Delivery Acceptance Register
- Initiate Issues Register
- Initiate Risk Register
- Collaboratively develop Project Schedule and Work Plan
    - A preliminary high-level Project Schedule is provided in this SOW and a more detailed project schedule will be provided during the planning cycle. The Manatron Project Manager and Customer Project Manager shall conduct a joint review of the proposed project schedule during the initial stages of the project. Once the schedule is agreed by the project management team it will become the primary tool used to guide the project team, monitor, and control the project.
    - The schedule will be reviewed and updated by the project management team on a regular basis in response to changing circumstances, actual progress and as more detailed planning becomes possible. Any material changes to the accepted Project Schedule which affect the schedule of milestone tasks or that are considered to be of significant impact by either project manager will be processed using the defined change control procedures.
- Define project roles and responsibilities
- Identify project resources by team
    - Manatron will identify resources required to sufficiently staff the project.
    - The Customer is responsible for providing the required staff at the appropriate times throughout the project (as identified in the project schedule).
- Conduct Project Kickoff

3.3 Project Reporting

- **Regularly scheduled status reports** - Manatron shall develop a regular client status report for the Customer in conjunction with the weekly scheduled status review meetings. The status reports will include a list of completed tasks, a schedule of tasks to be completed, and verification of milestone completion dates, issues, problems, concerns, and procedure changes. The specific content of the Customer Status Report is defined in the Project Management Plan.

- **Risk Register** - During the initial meetings of the PMC the Risk Register will be formally established and tracked as well as updated throughout the project.
- **Deliverables Register** - The acceptance of key deliverables will be tracked on the Deliverables Register and documented using the Deliverable Acceptance Statement (DAS), as defined in the PMP.
- **Change Request Register** - The status of formal Project Change Requests will be tracked on the Change Request Register.
- **Project Schedule** - Progress will be measured against and tracked on the project schedule by the Manatron Project Manager. The schedule will be published by Manatron as appropriate throughout the project.
- **Project Reviews/Audits** - Manatron and the Customer will conduct regularly scheduled meetings to review and update overall project status, report on activities and recommendations from the Project Steering Committee, and report the status of compliance to the Project Team.

3.4 Place of Performance

Manatron will perform all project work at Manatron locations and/or the Customer offices unless otherwise noted in the SOW. Most Manatron project work will be performed at its offices; however work on the following tasks will be performed partially at the Customer offices:

- Data Mapping
- Data Conversion Testing
- Application Software Installation
- Product Overview Workshops and Application Configuration
- User Training
- Interface Integration Testing
- Initiate Production and Business Process Deployment

3.5 Product Overview and Configuration Analysis Workshops

Manatron has proposed the commercial-off-the-shelf GRM® Applications Suite for the Integrated Property Tax Management Solution. The following Manatron GRM® Applications Suite will be delivered as part of Application Software Delivery:

- Manatron GRM® Records Enterprise Edition
- Manatron GRM® Real Property
- Manatron GRM® Personal Property
- Manatron GRM® Tax
- Manatron GRM® Assessment Administration

- Manatron GRM® Levy Management
- Manatron GRM® E-Gov

During project initiation, Manatron will conduct product overview sessions demonstrating the product features set forth in the Product Feature List, Appendix C, and review how the Manatron GRM® COTS product will be configured to meet the requirements identified by the Customer.

These sessions will be informal in nature, but will serve several purposes. The purpose of these sessions is to:

- identify all product configurations necessary to enable functionality to meet defined requirements;
- identify business processes changes required to be adopted by the Customer in order to deploy the software;
- and to familiarize Customer resources with the software for ultimate production usage – as introductory informal training.

3.6 Data Conversion Activities

The conversion of data from the current legacy environment to the new Manatron GRM® database is a key component of the overall project services delivery.

The conversion segments that Manatron proposes are listed below:

- Data Conversion Strategy and Plan
- Data Mapping Workshops
- Data Conversion Development and Test
- Data Conversion Delivery
    - Initial
    - Full/Complete
    - Production

3.6.1 Data Conversion Plan

During Project Initiation, Manatron will include a Data Conversion Plan. The Data Conversion Team (as defined in the PMP) will develop the plan for converting data from the legacy database to the proposed GRM® database. The overall approach, responsibilities, and timing of the data conversion effort will be finalized in this plan and documented in the Project Schedule.

The Data Conversion Plan will be based on a two-step data conversion effort. The Customer will design and develop the tools to extract and cleanse the data from the current data

structures into the intermediate file format. Manatron will design and develop the programs to convert the data from the intermediate files into the GRM® database. Both parties will build edit and data validation tables/files that at a minimum parallel those currently being utilized by the Customer for the purpose of validation in the accuracy of the data and files extracted/imported.

3.6.2 Data Mapping Review

The data mapping review will build on the Data Conversion Plan to complete a detailed study of the data conversion requirements.

The data mapping review will consist of several tasks with the Customer owning the primary responsibility of the data discussions. Manatron will provide subject matter expertise as specifically related to the proposed GRM® database and schema:

- Confirm the source files containing data to be converted
- Identify the data elements to be converted, or not converted, from each source file
- Outline the programs required to extract the data
- Provide an approach for controls and reconciliation to ensure the completeness of the mapping
- Identify data purification issues, including problem, magnitude, and correction alternatives
- Document mapped data elements/files within a working document
- Provide a "field-level" mapping of source file data elements to the new system database

In order to efficiently move through this process, the Customer and Manatron may elect to have Manatron serve as Prime Contractor on additional data conversion responsibilities and project activities related to the overall data conversion deliverable. If deemed necessary for Acceptance, this will be managed through the Change Request process documented in the PMP at the then-current consulting services rates.

3.6.3 Data Conversion Development and Test

The actual development and testing of data conversion programs and files is performed within this activity. It primarily consists of two parallel efforts.

- Customer will develop and test the programs to extract the data from the current file structures and deliver them to Manatron in an intermediate file structure provided and proscribed by Manatron.
- Manatron will develop and test the programs to load the intermediate files into the Manatron GRM® COTS database. Only data that is absolutely necessary for proper

business and system function, and within the scope of the current GRM® COTS database structure will be converted. All data not within the current structure will either not be converted, or will be converted at Manatron's discretion at the then-current time and materials rate.

- Manatron and the Customer will develop a mutually agreeable data conversion test plan including appropriate audit trails and summary reports

3.6.4 Data Conversion Delivery

Manatron will load the converted data into the agreed upon environment, so the Customer can conduct acceptance testing in accordance with the mutually agreed upon test plan.

Manatron and the Customer will work together to refine the process of extracting and loading the data to optimize time and resources required to execute the conversion at three separate points in time:

- **Initial data load** – this conversion consists of a sample size set of data addressing the majority of business rules used to define/populate Customer data. Several iterations of this initial data may be loaded for review based on the number of corrections needed for successful use of the data in testing. The system will be configured using the base configuration for the state specific features.
- **Full/Complete data load** – this conversion builds from the subset conversion to include all business rules and a complete set of the Customer data. Several iterations of this data load may also be necessary. The system will be configured using client-specific configurations identified in the Product Overview Workshops. The goal is to use this database and conversion to move into the User Acceptance Testing activities.
- **Production data load** – this is the final conversion and will be used to deploy the system into production use of the GRM® data and application. The configuration will be the one accepted from the UAT testing activities.

3.7 Documentation

User documentation is online, embedded in the software, and accessible with the Help icon. It can be printed on demand. It features both Content & Index and "What's this?" capabilities.

Basic processes and procedures are included with the help. Online help is available for all screens with the standard product.

User-defined online help is also available. This allows all users to include their own personalized help documentation. It is retained in the system and is not destroyed by subsequent updates to the standard product documentation.

3.8 Client Training

Training of personnel is critical to the immediate and long-term success of any system. Manatron will define and implement a training strategy in consultation with the Customer to provide End-User education appropriate to the Customer staff.

Manatron will provide comprehensive training in all aspects of system usage, administration and problem resolution. Using this approach, Manatron instructors will provide training to designated Customer End Users. These End Users will be able to train future Customer staff and Customer end-users.

Manatron assumes that the project users are knowledgeable in the operation of workstations in a Windows® environment.

Manatron conducted training will incorporate classes for the following groups of staff members:

- **Trainers** - General end-user training will target designated Customer End Users. This training will be conducted during the pre-installation period. The information the Customer acquires will be used as they train any future end-users. Several different classes will be taught prior to live implementation.
- **Key Users** – Customer staff members identified by management who will be working with Manatron as a part of the installation and implementation team. This includes the Customer designated Support Team which will be providing Helpdesk-like support for this project. This training will be conducted prior to live implementation.
- **Supervisors/Managers** – Customer staff members who need to understand and facilitate the system at the operations level will train in a classroom setting. These users will learn how to manage the specifics of daily, weekly, and monthly operations as they pertain to facilitating the program as a whole system. This training will be conducted prior to live implementation.
- **Technical Users** – Customer staff members serving as database administrators, system administrators and application administrators will be trained in backup, recovery, and advanced application features such as interface maintenance, table maintenance, data management and manipulation, archiving and error recovery.

The following project activities will be incorporated into the overall training delivery and project schedule which will be thoroughly defined during the Project Initiation activities:

- Conduct needs analysis
- Set up training database
- Develop training curriculum

- Reserve training location/facilities
- Prepare training materials
- Perform trainee assessment

3.8.1 Training Database

Data used during training will be the Customer's converted data. Manatron has discovered from previous data conversions that training on the converted data has significant benefits, including:

- Identify conversion issues
- Ease communication of new office procedures and timing issues
- Ease system environmental problems and security issues
- Test staff knowledge of the system
- Provide specific training to individual Customer departments

In addition to training with the converted data, mock "live" sessions will be run. The actions currently performed by each department can be simulated on the new system. This process allows personnel to become familiar with operating the software application.

3.8.2 Training Curriculum

Standard curriculum for end users is based on 10 users per class with one user per PC. Final curriculum will be decided after conducting the Needs Analysis and working with the PMC.

Training will combine classroom lectures and interactive program training in concert with the Online Help/User Manual.

All classes are delivered with prescribed user-oriented objectives. Focus on training with emphasis on instructional objectives involves the student as an active participant with the responsibility of accomplishing the objective set forth.

3.8.3 Training Location/Facilities

Manatron will provide training at the Customer offices. For all training locations, the following training facilities will be required:

- Classroom equipped for at least 10 students.
- One PC per user with access to the project training system.

- Overhead projector (compatible with instructor's PC), projector screen, white board and flip charts.
- Application Environment and Training Database – a computing environment consisting of a stable release of the application software, a project database containing converted data and the required network access.

3.8.4 Training Materials

Manatron will develop course materials to be used during Manatron conducted training classes. Those materials will be provided as electronic copies to the Customer Project Team for duplication and distribution.

3.9 Development

Manatron will successfully implement a Manatron GRM® COTS solution consisting of all system modules and capabilities necessary to meet the Customer's requirements as defined in the Product Feature List in Appendix C and this SOW. There is no anticipated development required to meet the functionality identified as critical for this implementation.

3.10 User Acceptance Testing

User Acceptance Testing is primarily concerned with testing the functionality of the delivered software against the Customer's business requirements and Product Feature List as defined in Appendix C.

The Customer has the primary responsibility for conducting this testing with some assistance from Manatron with process training and troubleshooting.

Acceptance of the converted data is not a part of UAT testing – it is addressed during the conversion process and tested with each delivery. If data is uncovered during UAT and deemed by the PMC as critical, then that error will be tracked and corrected as part of the UAT process.

Application or data faults or defects uncovered during UAT may require changes to the base application or conversion programs. Prior acceptance of the conversion tasks does not imply that such conversion adjustments will be change requests.

Additional levels of testing, such as system testing and integration testing may be conducted at the discretion of the Customer.

The following activities will take place during UAT, as further defined in the deliverables section of this SOW and the Project Initiation phase of the project:

- Development of the Test Strategy Plan
- Development of Testing Scenarios and Scripts
- Execution of the Test Plan
- Management, documentation, reporting of test results
- Fault status tracking

3.11 Infrastructure Planning

It is the Customer's responsibility to meet the IT infrastructural needs of the project. Manatron will provide advice and guidance as necessary to assist them in the implementation of the infrastructure. The recommended Hardware Specification is defined in Appendix D.

Depending on the nature of the assistance required by the Customer, Manatron's Technical Services may billable at the then-current rates. Before any non-contract Technical Services charges are incurred by the Customer, Manatron will supply a formal quote for said services. These services will be managed through the Change Request process documented in the PMP.

4 Project Deliverables and Milestones

During the project, Manatron will provide the following deliverables to the Customer. Deliverables will be tracked on a Deliverables/Requirements Register and acceptance of milestone deliverables will be documented using the Deliverable Acceptance Statement (DAS) form. For each DAS, the Customer will have a period of 10 business days to either accept or reject the DAS presented based upon the time period for review agreed to below in Section 4.1. In the event that the Customer cannot review a DAS in order to produce an acceptance or rejection within the proscribed period, the Customer may ask for an extension of time to review it. Such extension will not be unreasonably withheld. The acceptance period of each DAS is set forth below in the Milestone Section of this SOW.

Deliverable documents will be provided to the Customer Project Manager in an electronic format via email unless otherwise mutually agreed by the project managers. Electronic documents will be delivered in the format of the tool used to produce them (e.g. Word, Excel, MS Project) unless specified differently below or otherwise mutually agreed by the project managers.

Where deliverables are not documents or where deliverable documents are delivered by a means other than email, the Manatron Project Manager will notify the Customer Project Manager by email that the deliverable is complete with an appropriate description of the delivery method and how the Customer can take possession of the deliverable. Where delivery method includes a delay before the Customer is in receipt of the item, e.g. mail, then the delivery date will be when the Customer receives the item.

These deliverables require formal acceptance but are not necessarily tied to the Payment Schedule as defined in section 8 of the SOW.

Deliverable	Description
Base System Installation **Software Deliverable #1**	Access provided to a Manatron hosted test system containing the application software in a development environment for use in the product overview workshops and data conversion development.
Acceptance Criteria	• Customer has access to all base system components required to execute the product overviews for the project in the development environment. • All base system components are operable in un-configured and unmodified form, in the development environment. • Includes complete instructions for the successful client access of the unmodified software product client application version. • Manatron personnel have assisted the Customer personnel with the initial access, if necessary.
Acceptance period after DAS submission	10 business days
Deliverable	**Description**
Project Management Plan (PMP) and Project Schedule **Services Deliverable #1**	Defines how the project is executed, monitored, controlled, and closed. It documents the collections of outputs of the planning process. • Includes the agreed upon components, but not limited to: Project Organization, Project Plan Schedule, Risk Management Plan, Resource Plan, Communication Plan, Change Control Plan, Issue Management Plan, Acceptance Plan, and Quality Management Plan. • Defines roles and responsibilities for executing the project management plan. • May reference a separate document for any component listed above where deemed necessary. Acceptance of all component separate documents is complete or there is a mutually agreed to plan for update of documents at a future date as an example
Acceptance Criteria	• The PMP will be developed collaboratively with the Project Management Committee. Final Acceptance will be gained from a review of the document with the Project Teams with signoff coming from both the Project Managers
DAS Response Period	10 business days
Deliverable	**Description**
Data Conversion Plan and Initial Database Delivery **Services Deliverable #2**	Describes the planned activities and associated strategy for conversion with detailed field level data mapping. Initial database delivered with Customer data.
Acceptance Criteria	• Includes a description of the approach to conversion, including the conversion process, steps in the process, and conceptual diagrams. • Includes mapping the existing intermediate files to Manatron's

	application tables. • Defines intermediate files to be used. • Provides detailed field data mapping from the Customer extract files to target field in the application database tables. • Provides purification guidelines for the Customer when creating extract files. • Describes data conversion reports to be automatically produced by Manatron's conversion programs. • Describes options for correcting rejected records. • Documents data conversion requirements for current and historical data. • Provides a general description of how data conversion quality will be validated. • Defines acceptance criteria for data conversion. • Defines roles and responsibilities for executing the strategy. • Delivers the initial sample set of Customer data to an agreed upon environment for Customer review.
Acceptance period after DAS submission	10 business days
Deliverable	**Description**
Product Overviews/Configuration Workshops **Services Deliverable #3**	The process of reviewing the product functionality for the Customer and determining the necessary configuration or business process changes available in the COTS solution
Acceptance Criteria	• Product overviews and business process review sessions were conducted with representatives from Manatron and Customer. • All documented business process changes have been reviewed by the implementation teams. • Undocumented business process changes have been identified and documented. •
Acceptance period after DAS submission	10 business days
Deliverable	**Description**
Manatron Delivered Training Sessions **Services Deliverable #4**	Training services provided by Manatron to the Customer.
Acceptance Criteria	• All Manatron provided training sessions identified in the Training Strategy Document are complete. • Copies of Curriculum and Training Materials have been received and cover all of the functionality being delivered. • Manatron has provided an assessment of the skill levels of each trainee and any recommendations for additional training.
Acceptance period after DAS	10 business days

submission	
Deliverable	**Description**
User Acceptance Testing Completed **Services Deliverable # 5**	Completion of two test cycle iterations of User Acceptance Testing as defined by the Test Plan. The Customer will be responsible for management of the test cycle, resource availability, testing locations, and process used to complete the test cycle. The Customer will also develop the test cases used in UAT; as well as performing the tests. Testing will be performed in local environment (servers located at pre-determined Customer site). Test cases will cover application configuration, interface development, and report deliverables. Identifying, classifying and prioritizing all faults discovered during the testing cycle with a plan for additional troubleshooting or resolution. This process will be a collaborative effort between Manatron and Customer project teams. Issues discovered with the data will be addressed in one of three ways – adjustment to the legacy extract programs, modifications to the import programs, or manual data correction and clean up.
Acceptance Criteria	Two test cycles have been completed as defined by the Test Plan. A plan to address reported faults has been provided to the Customer.
Acceptance period after DAS submission	10 business days
Deliverable	**Description**
Production Conversion and Delivery of Database and Configured Application **Software Deliverable #2**	The point at which the jurisdictions data has been converted into a database suitable for production use. 100% of the data is usable in the production environment. • 200 hours of capped effort for interface development have been delivered • 200 hours of capped effort for report development have been delivered • The application has been configured to meet the defined requirements and allow all critical business processes to be executed using the GRM product suite.
Acceptance Criteria	The Customer has begun to run their business in a production environment on the software solution.

Acceptance period after DAS submission	10 business days
Deliverable	**Description**
Final Sign-Off and transition to Maintenance and Support **Services Deliverable #6**	Final acceptance at the end of the project.
Acceptance Criteria	• All material deliverables have been received and accepted. • All previously agreed to corrective actions have been completed or a mutually acceptable plan for their completion has been developed. • The latest software release has been operational for at least 2 weeks • The Customer has been running their business in the production environment for a minimum of 30 calendar days.
Acceptance period after DAS submission	10 business days

5 Project Schedule (Template)

The chart below illustrates the timing and duration of the main activities and milestones of the project. The dates are estimates only as of when this SOW was completed. The chart is intended as an overview to aid in the general understanding of the project schedule. A more detailed schedule is provided by Manatron that falls within the overall structure of this summary schedule and that will be used as the working schedule for the project.

Task Name	Additional Info	Duration	Start	Finish
Project Implementation		**283 days**	**Mon 1/7/13**	**Wed 2/5/14**
PROJECT START-UP		**5 days**	**Mon 1/7/13**	**Fri 1/11/13**
Project Planning		**5 days**	**Mon 1/14/13**	**Fri 1/18/13**
Project Kick Off Meeting		**3 days**	**Mon 1/21/13**	**Wed 1/23/13**
#1 Project Management Plans and Project Schedule		0 days	Wed 1/23/13	Wed 1/23/13
Software Hosted Delivery		**18 days**	**Mon 1/7/13**	**Wed 1/30/13**
(License Fee) Signoff on Base System Install		0 days	Tue 1/8/13	Tue 1/8/13
Conversion/Configuration - Initial (Subset)		**55 days**	**Thu 1/31/13**	**Wed 4/17/13**
#2 Conversion Acceptance (Initial)		0 days	Wed 4/17/13	Wed 4/17/13
Conduct Product Overview Workshops		**68 days**	**Wed 1/9/13**	**Fri 4/12/13**
#3 Manatron Configuration Workshops Final Acceptance		0 days	Fri 4/12/13	Fri 4/12/13
Conversion/Configuration (County Specific/Full)		**39 days**	**Thu 7/11/13**	**Tue 9/3/13**
Conversion/Configuration - UAT		**14 days**	**Wed 9/4/13**	**Mon 9/23/13**
Reports and Interfaces		**45 days**	**Mon 4/15/13**	**Fri 6/14/13**
Install DB and Application (Local)		**58 days**	**Thu 1/31/13**	**Mon 4/22/13**
User Acceptance Testing		**170 days**	**Tue 4/23/13**	**Mon 12/16/13**
#5 System Acceptance & Sign off		0 days	Mon 12/16/13	Mon 12/16/13
Production Data Conversion		**7 days**	**Tue 12/17/13**	**Wed 12/25/13**
(License Fee) Production Delivery - Deployment		0 days	Wed 12/25/13	Wed 12/25/13
Training		**31 days**	**Tue 9/24/13**	**Tue 11/5/13**
#4 Training Sessions Complete		0 days	Tue 11/5/13	Tue 11/5/13
Production Go Live		**15 days**	**Thu 12/26/13**	**Wed 1/15/14**
Migration to Support		**15 days**	**Thu 1/16/14**	**Wed 2/5/14**
#6 Final Sign-off		0 days	Wed 2/5/14	Wed 2/5/14

6 Responsibilities

6.1 The Customer Responsibilities

6.1.1 Office Facilities

The Customer shall provide timely access during their regular business hours (M-F 8:00am-5:00pm) to office facilities for Manatron personnel while they are on-site. If after-hours access is necessary it can be pre-arranged. These facilities shall include work areas, desks and chairs, telephones and wireless access, copier machines, and access to a facsimile machine.

6.1.2 Facilities Access

The Customer shall provide timely access to all required areas of their premises for Manatron to perform our duties within the requirements of this SOW. Access to restricted areas of the Customer premises (including the server room, wiring closets, and so forth) must include an authorized escort.

6.1.3 Data

The Customer shall provide access to business, operational, and technical data for their environment, as necessary to meet the objectives of this Project. The Customer shall provide the necessary extracted data in the agreed upon intermediate format required to complete the data conversion. Data and data access will be provided under a mutually agreed security policy.

The Customer is responsible for all data cleansing activities. Manatron will provide subject matter experts to assist with troubleshooting and developing cleansing strategy.

6.1.4 Training

The Customer shall be responsible for participating in the Product Overview/Configuration Workshops; Manatron-led training sessions; identifying Customer subject matter experts responsible for defining and documenting the Customer business process using the Manatron product suite; and addressing all Change Management issues within the Customer offices prior to system deployment.

6.1.5 Test Cases

The Customer shall be responsible for developing testing scenarios from defined business processes, documented requirements, and current examples of business use cases. Execution of the functionality testing, as well as data conversion review and validation is the responsibility of the Customer. Manatron will provide sample test case scenarios and subject matter experts to assist with troubleshooting, system training, and facilitate logging/tracking of identified product defects.

6.1.6 Procurement

The Customer shall procure and fully license all hardware and software products, other than the software provided by Manatron, required for the project.

6.1.7 Staging Areas/Application Environments

The Customer shall provide staging areas for the purpose of hardware and software configuration, and operational state testing before installing upgraded or new equipment at the Customer site.

6.1.8 Backup Equipment

The Customer shall provide all the necessary hardware and software to perform software backup activities.

6.1.9 Software Solution Lab

The Customer shall provide a facility that will serve as the software solution lab where computer terminals will be set up for interfacing with the test and development database.

6.1.10 Network Infrastructure

The Customer will provide the network environment to support the necessary hardware.

6.1.11 Task Responsibility Matrix

A Task Responsibility Matrix for the project will be set forth in the PMP and accompanying Resource Plan.

7 Milestone/Deliverables Acceptance

For each of the key milestones/deliverables identified in this SOW there will be a formal acceptance process in place. The simplicity of this activity should not diminish its importance. By virtue of completing an acceptance process, the Customer Project Manager is providing Manatron with assurance that the Customer is satisfied that the deliverable in question and it can be marked complete. Acceptance criteria for each deliverable are further defined in Section 4 of this SOW.

The procedure for formal acceptance of a deliverable will have the following steps, in conformance with the contract section on Approval/Acceptance of Deliverables:

- A key deliverable/milestone in the Project Deliverables section of this SOW and the project schedule will be completed and presented to the Customer.
- For the major project deliverables Manatron will schedule a "Deliverable Overview" conference call with the Customer Project Manager to outline the content of the deliverable and provide any points of clarification. This conference call will be scheduled to coincide with the completion of the deliverable.
- A Deliverable Acceptance Statement (DAS) will be presented by the Manatron Project Manager to the Customer Project Manager
- The Customer Project Manager will review the DAS; confer with the appropriate team members and sign and return the DAS indicating acceptance, or in the case of non-acceptance documenting the reasons for the non-acceptance.
- In the case of non-acceptance of a deliverable, Manatron will confirm receipt of the Customer's non-acceptance and provide a written response detailing the plan to address the non-acceptance issue(s).
- The Manatron Project Manager will catalog the response on the Deliverable Register and if the deliverable is not accepted document the effect on the project in the next Project Status Report.
- The Customer will make its best effort to approve, or reject project deliverables, or otherwise request an extension for deliverables defined in this SOW. The timeframe for approval of the submitted DAS is also defined for each deliverable. In the event the Customer does not respond according to the defined acceptance period for a deliverable, Manatron will assume the deliverable is approved.

8 Payment Schedules

Product Description	Fee
GRM Application Suite of Products	$261,011
Implementation Services	$355,243
Year 1 Maintenance and Support	$58,622
Project Total	**$674,876**

Maintenance and Support for GRM Application Suite of Products	Fee
Year 2	**$60,345**
Year 3	**$62,119**
Year 4	**$63,947**
Year 5	**$65,829**
Year 6	**$67,804**
Year 7	**$69,838**
Year 8	**$71,933**
Year 9	**$74,091**
Year 10	**$76,314**

10-Year Payment Schedule

Product	Year 1	Year 2	Year 3	Year 4	Year 5
GRM	$128,710	$128,710	$128,710	$128,710	$128,710
EGov	$26,400	$13,595	$14,003	$14,423	$14,856

Year 6	Year 7	Year 8	Year 9	Year 10	**Total**
$128,710	$128,710	$128,710	$128,710	$128,710	**$1,287,100**
$15,301	$15,760	$16,233	$16,720	$17,222	**$164,513**

***Notes:**

- Sales Taxes are not included in the amounts above, and will be added at the time of invoicing where applicable.
- Year 1 invoicing will occur immediately. Subsequent years will be invoiced on the anniversary.
- All payments are due Net 30 Days of invoicing.
- Travel will be billed monthly as incurred.

TO BE ADDED:

Appendix C: Product Feature List

Appendix D: Hardware/Equipment Specifications

THOMSON REUTERS

APPENDIX C

GRM Product Feature List

Inyo County, California

GRM Product Feature List

California Property Tax Processes and Calendar – Recurring Functions and Key Dates

The purpose of this section is to describe two types of situations regarding the GRM/CAMA deployment in California:

1. Recurring business processes which incorporate new features unique to California, or existing GRM functions where fundamental changes have been applied to accommodate the California environment
2. Business processes which have a specific time frame when they are run, either annual or other set frequency

For many of the functions, where applicable, the specific menu access path in GRM has been specified.

Tax Collector

Recurring processes:

- *Daily balancing* – special balancing template developed by Thomson Reuters
- *Refunds* – weekly – new refund workflow (Path: Tax > Accounts Receivable > Refund Workflow Process)
- *Remittance processing* – daily during busy payment season (November – April); only for annual secured and unsecured bills – (Path: Tax > Accounts Receivable > Batch Collections; several processes in list)
- *Payment plans* – for both 5-year and 4-year plans, periodic as set up (Path: Tax > Accounts Receivable > Payment Plans)
- *Correspondence* – periodic as needed (Path: Tax > Accounts Receivable > Correspondence)
- *Corrected bill runs* – weekly (Path: Tax > Billing > Bill Processing > Mass Bill Print and Export)
- *Supplemental bill runs* – weekly (Path: Tax > Billing > Bill Processing > Mass Bill Print and Export)
- *Penalty waiver* – as they occur (Path: Cashiering > General > Sessions; then use cashiering facility to waive the penalty)

Periodic processes:

- *Annual secured bill generation* - due out mid-October every year –County will develop processes as part of the PDF generation
- *Annual unsecured bill generation* – due out mid-June every year
- *Installment payment due dates*: 12/10 and 4/10
- *Secured to unsecured process* – every May
- *Secured to default process* – every year around July 1
- *Tax Sale* – in California, this is a property sale, not a certificate sale – (Path: Tax > Delinquent > Advertising and Correspondence; various items)

Auditor

Recurring processes:

- *Corrected bill process* – weekly (Path: Tax > Assessment Processing > Assessment Roll Processing; then select Category: Annual Corrections and Escapes)
- *Supplemental bill process* – weekly (Path: Tax > Assessment Processing > Assessment Roll Processing; then select Category: Supplemental)
- *Daily balancing* – in conjunction with collections reports provided by the Tax Collector
- *Refunds* – weekly (Path: Tax > Accounts Receivable > Refund Workflow Process)

Periodic processes:

- *Apportionment Factors* – setting up how collections will be allocated (Path: Tax > Distribution > Apportionment Factors)
- *Supplemental distribution* (what the County refers to as their Supplemental apportionment) – every month-end (Path: Tax > Distribution; several sub-processes)
- *Annual AB8/Teetered distribution* – mid-December, mid-April and true-up at fiscal year-end (Path: Tax > Distribution; several sub-processes)
- *Export to FAMIS* (General Ledger System) – accompanies each distribution (Path: Tax > Tax Accounting; several sub-processes)
- *Generate Special Assessments (SA)*, including Rate Table Specials (Path: Tax > Special Assessments > Special Assessment Maintenance; search for Rate Table types)
- *Aggregate Overrides and Manual Entries* – annually in January – April – (Path: Levy > Overrides)
- *SBE (State Utilities) Values Import* – annually in August/September – (Path: Tax > Levy > Data Interfaces > SBE Import)

Assessor

Recurring processes:

- *Process transfers* – daily; includes identifying exclusions (Path: Records; various sub tasks)
- *Corrected bill process* – weekly (Path: Assessment Admin > Events > Assessment Event Maintenance)
- *Supplemental bill process* – weekly (Path: starts in Records, work queue, then various sub tasks)
- *Splits and merges* –as needed, primarily late in year prior to 1/1 lien date (Path: Records > Revenue Object Maintenance ; select task split or merge)
- *Assessment Notices* - coincident with supplemental processing (Path: Assessment Admin > Assessment Processing > Assessment Notices > Assessment Notices)
- *New construction/permits* – all year long, emphasis in the spring (Path: Initiates in CustomCAMA; workflow passed to GRM)

- *Personal Property* – (Unsecured) roll corrections (Path: Personal Property > Accounts or Assets; then choose account to be corrected)

Periodic processes:

- *Mail out Business Statements* (571 forms) – January
- Process Exemptions – around February (Path: Assessment Admin > Revenue Object Modifier Maintenance; select PIN, and go to Modifier screen)
- *Prop 58 and 60 quarterly reports* – due in mid-December, March, June, September
- *Prop-8 assessments* – start in March, complete in May (load batch file into CAMA)
- *Restricted property, Possessory Interest* (PI) assessments – April
- *Annual enrollment process* – Prop-13 – initiated early in calendar year, complete by
- *Roll closing (certify values)* – June/July (Path: Assessment Admin > Assessment Roll Processing ; select Annual category)
- *DMV Import* – monthly – file received from State of new vessels and changes in addresses (Path: Personal Property > Discovery > Manage Discovery Worklist)
- *Personal property* – State depreciation schedule table update (December/January) (Path: Personal Property > Setup > Value Schedules)

Feature List

The following sections describe features which are included within the integrated GRM/CustomCAMA application suite. The sections are organized according to module, and features are identified for the following areas:

- Foundation
- Information Center (Info Center)
- Records
- Cashiering
- Billing
- Delinquents
- Accounts Receivable (A/R)
- TRA, District and Fund maintenance, Levy/Rate Setting
- Apportionment and Distribution
- Special Assessments (SA)
- Tax Roll Processing
- Assessment Administration (AA)

- Unsecured/Personal Property (PPA)
- Real Property Appraisal /CustomCAMA
- Interfaces
- Reporting/Reports

Foundation features of GRM

Menu bar (customized by security role) – identifies modules available to the user who is logged on to the system

Side bar - appears along the side of the main screen area, and includes information about:

Effective versioning – identifies the current version of the system, which helps when asking questions or reporting any potential issues

Active tasks – you can have several tasks open simultaneously, and with a click go from one to another task without losing track of where you are

Work list – this shows any tasks that are assigned to work queues to which you have access

Common actions – these are actions or features which you may want to access, for the parcel you are currently accessing

Help center – every screen and process in GRM has explanatory information on a field-by-field basis; in addition, there are a number of general process overviews describing the steps and results of each one

Work area - the main screen area is where search and query data is entered, and where results are displayed. Many of the screens have panels and sub-panels, in which portions change as different data is selected. For example, if a tax bill for a particular year is selected, the bottom portion changes to reflect the charges on that bill.

Hot links to other functions – GRM is a browser system, and there are many data items which have a "hot link" capability, so a click takes you directly to that screen/function

Correspondence – ability to create various letters and forms using the embedded mail-merge facility

Flags – can define flags to identify unique conditions that you want to signify visually, such as for payment plans, bankruptcy. Flags can be applied to parcels, legal parties or bills

Systypes – this is the GRM term for codes and drop-down selection lists, most of which are user-definable

User-defined fields – can define fields which are not already contained in GRM, and associate them with specific screens or processes

Functional calendar – GRM incorporates a comprehensive configurable calendar that identifies all significant dates associated with the property tax cycle (e.g. fiscal year dates, billing due dates, penalty dates, etc.)

Security settings – GRM incorporates a comprehensive security module which allows you to define various discrete roles, which allows, or prevents, specific users (through assignment to roles) from accessing menu items, screens and processes

Information Center (Info Center)

The Info Center is the general purpose inquiry tool that allows users to view a wide variety of information on parcels and accounts. The following are different views available:

Tax Detail – provides detailed information about bills, taxes, payments and values

Revenue Object Detail – displays data from a parcel perspective, including document history and ownership

Appraisal – provides a summary of key property characteristics

Legal Party – shown from the viewpoint of the parties associated with the parcels

Personal Property – direct views into unsecured account information

Info Center allows the following searching options (which also support "wildcard"/partial field lookups):

- Parcel/Account number
- Business name
- Owner name
- Driver's license number
- SSN (with security)
- Tax ID number
- Phone number
- Alternate account number
- Mailing address
- Situs/Location address
- Supports scrolling through results

Notes

GRM allows users to add notes of virtually unlimited length. You can also associate "key words" with any note, which allows "filtering" notes at a later date when searching for specific types of notes.

Free-form notes can be attached to:

- Revenue Object (Parcel)
- Tax Bill
- Legal Party

Common Actions from Info Center

The following items are available in the sidebar as common actions in the Tax Detail view; all these actions are controlled by security, so only authorized users can access these items. When an action is selected, the PIN/parcel number being viewed is automatically passed to the item, and the selected screen/information is displayed for this parcel.

Appraisal Detail – into view of property characteristics

Chain of Title – shows the history for the chain of title for the parcel

Delinquents – displays all information where there have been delinquent payments or bills

Document History – lists all documents associated with the parcel

Event History – provides a list of all major events that have occurred for the parcel

Ownership History – shows the history of all ownership changes

Related Items – if applicable, shows how this parcel is related to other ones, such as when an unsecured account is billed on a secured parcel

Special Assessments – displays information about all special assessments to which the parcel belongs

Transaction History – lists all financial transactions, including bills/charges, payments, adjustments, reversals, and cancellations; a complete audit of the financial history of the parcel

Lender Information – provides data about any lender or tax service associations with the parcel

Edit Addresses – allows you to add, change or delete addresses

Manage Flags – lets you view, add or delete any flags associated with the parcel

Pay Taxes – if authorized, takes you directly to the payment entry screen and cashiering facility

Process Corrections – if authorized, allows you to make corrections to the bills or charges for the parcel

View Assessment History – takes you to the assessment history screen, which shows at a glance the values associated with the parcel from current back through all years for which values have been converted into the system

Correspondence – allows you to print specific letters or forms which have been set up in advance

Records

The Records module provides features that pertain to the parcel "fabric" and associated legal parties and addresses. Includes the following functions:

Create new parcels and accounts, such as for manufactured homes, state properties and other special property types, such as possessory interests

Perform parcel splits/cuts and merges/combos and lot line adjustments

Maintain legal parties (owners, assesses, trustees, business owners, etc.), as well as communication information about them (mailing/contact addresses, social security numbers, other ID's)

Maintain situs/location addresses about parcels and accounts

Manage all ownership and beneficial interest data, and process transfers and other events via recorded documents; manage all exclusions as applicable

Cashiering

Provides for the application of payments, both in-person and for mailed-in payments which are posted in batches

Security-controlled, role based

All money collected in sessions for audit and balance control

Retrieve bills to be paid by bill number or parcel; If by parcel, system displays total amount due for parcel

Can select bills for specific tax years

Can toggle to show only installment currently due, or override to pay only specific charges

Can override effective pay date (such as for mail postmarks entered on a later date)

Defaults to Assesseee on parcel, can override for different payer

Receipt can be generated automatically

All payments are totaled by drawer session, and each cashier balances own drawer

All payments are balanced using the "Back Office" facility by supervisor

System can generate deposit slips, and can deposit by session or by total receipts for the day

Can collect advance payments

Can accept payments/installments on payment plans

Can post payments in batches, such as from mail; system tracks running totals for the session

Can use flags to control payment types (e.g. Bankruptcy, alert to accept only certified funds)

Can accept money from miscellaneous sources (payments not related to tax bills)

If authorized, can configure to accept partial payments on either/both secured and unsecured bills

Can use cashiering screen to waive penalty and/or interest

System automatically computes change to be returned (if payment is in cash) or surplus to be created (for checks)

Can use surplus (money currently in trust) to pay outstanding bills

Can accept payment for tax sale and redemption amounts

A number of common actions on the cashiering sidebar, including:

- Search by various criteria
- View detailed tax information for parcel
- Open another session
- Reconcile a session
- Manager receipts and checks

Billing

This module controls the printing and grouping of various types of tax bills (secured, unsecured, supplemental, etc.). Bills can be generated either in groups (such as for the annual secured bills) or individually, or in smaller groups (e.g. a weekly corrections roll)

Allows for generation of a print file and/or a PDF file format

Print bills for batches certified by the Auditor, which show up as ready to print

Select types of bills to be printed (e.g. only unsecured bills)

Selectively print trial bills or groups of bills for proofing before mailing

Customize the billing formats to meet your County specifications

Delinquents

GRM provides the ability to track delinquent payments and bills, for both secured and unsecured parcels/accounts. When specified dates have passed and a balance remains, the system automatically applies penalty, fees and interest, based on the calendar defined in the system. For example, on December 11, GRM applies a 10% penalty to the first installment tax amount, if it is unpaid.

The Delinquents module makes use of delinquent groups, which are generated by providing specified criteria, such as tax year, overdue date, as of date, TRA and flags. Once a group has been created, you can apply fees, flags, generate letters, and create copies of tax statements to each bill in the group.

Correspondence – develop letters for specific conditions and generate them for mailing to taxpayers

Define fees – define criteria by which to generate certain types of fees, which can be applied to bills meeting the condition

Advertising list – produce an advertising list intended for use in publications/newspapers, or to provide to vendors conducting the tax/property sale

Case management, such as for bankruptcies – provides a facility to create and track information associated with bankruptcies or other legal matters

Generate the abstract or defaulted roll reports at the close of each fiscal year

Move secured bills for manufactured homes to the unsecured roll, should they become delinquent

Allow for write-off of uncollectible accounts consistent with R&T Code provisions

Accounts Receivable

ACH Processing – if used, provides facility to manage the ACH/automated pay-by-check process

Manage Payments – facilities to allow users to work with payments after they have been initially applied. Includes the following selections:

Reallocate – move payments from one bill to another, for the same parcel

Reapply – move payments from one bill to pay a bill on another parcel

Cancellation – cancel a bill or specific charges

Bad Check – surplus/no surplus – apply a fee when insufficient funds are identified

Refund/Reverse refund – allow you to use surplus funds to generate a refund, or to reverse a refund if a check/warrant has not yet been processed

Advance payments – allows payment to be taken prior to a bill being generated, and associate it with the parcel, to be applied at a later date

Surplus management – refers to all monies not currently applied to a bill, currently being held in trust, subject to eventual refund or re-applying to another bill

Payment plans – allows you to set up, and manage, redemption/5-year plans, escape/4-year plans, and other non-structured plans (such as for a bankruptcy)

Batch collections – includes a series of processes used for collecting batches of payments, such as from tax services and lenders, remittance processors and lock boxes

Refund workflow – allows you to configure the refund process to meet your County's specific requirements; includes ability to separate Tax Collector refunds (overpayments, duplicates) from Auditor ones (roll corrections)

Reports and Correspondence – provides a series of reports available for managing payments

TRA, District and Fund maintenance, Levy/Rate Setting

Provides ability to set up and maintain tax entities at various levels:

Tax Authorities – also called taxing districts

Tax Funds – associated with tax Authorities and ultimately TRA's

TRA's (Tax Authority Groups or TAG's in GRM)

RDA Districts (Tax Increment Financing Districts) – although new districts will not be created, existing ones have outstanding obligations that can be tracked in GRM

Provides for the identification of various attributes by fund, such as fund category and whether the tax authority/fund uses the Teeter method of distribution, and whether it participates in ERAF, VLF, ADA and SB756

Identify Fund/TRA relationships for increment calculation and apportionment factor generation

Calculates debt service rates based on amount of money to be raised, or generates amount to be raised if rates are provided externally

Allows for the manual entry of override values, such as for RDA pass-thrus or apportionment fund shift

Apportionment and Distribution

GRM generates all apportionment factors, including:

- Annual AB8
- Supplemental
- Unitary
- Unitary DS
- Unitary Railroad
- HOPTR

GRM calculates the AVI (annual value increment) and ATI (annual tax increment) based on comparison between prior and current year values

Provides for the distribution of funds based on either the Teeter method (so-called "entitled" funds) or based on Collections (non-Teetered)

Distribution is based on rules that are configured to match R&T Code and County policy

GRM provides for so-called pre-distributions, which are trial runs which can be processed and reviewed several times until the desired result is achieved; then a final distribution can be run

Special Assessments (SA's)

Provides the facility to create and maintain SA districts, to compute and load SA charges, and to apply them to tax bills

SA's can include fixed fees and charges, or can be used to calculate charges based on various criteria, such as property use, acreage, or other definable characteristics

Can be used to compute charges classified as bonds, of both fixed and amortized type

Provides a file import process to load batches of SA charges from external districts or other systems

Can manually apply charges, or change or delete charges by parcel

All SA charges are tentative until approved and posted by the Auditor or authorized user

SA charges can be entered, loaded, and/or posted district at a time, or by category (sewer, water, etc.)

GRM supports the application of administrative fees, either added to the charges or as a percent or amount of the SA charges

SA charges are applied to tax bills during the tax roll generation process

Tax Roll Processing

This facility is managed by the Auditor and provides for control over the tax extension process.

Separate processes for annual, supplemental and corrections and escape rolls

The annual process consists of the following steps:

- Generate the annual roll
- Calculate various aggregate totals (by TRA, by District)
- Calculate debt rates
- Extend/compute the taxes
- Apply special assessments to the bills
- Proof the bills
- Post all taxes and charges (certify the tax roll to the Tax Collector)

Other roll types undergo similar steps, as applicable to the type of roll (e.g. no special assessments on supplementals)

Assessment Admin (AA)

The AA module is the control center for determining assessed values, and for certifying values to the Auditor for tax extension. AA makes requests from the Real Property Valuation module for market values on specific parcels at points in time, and uses the results to determine the correct value. Features include:

The Assessment History screen displays many different types of values for a parcel, by tax year, including:

- Information about the type of assessment (such as the event date, annual/supplemental, secured/unsecured, original/revised)
- Factored base values (land and improvement)
- Assessed values (land and improvement)
- Restricted values (if applicable), such as Williamson or Open Space properties
- Exemption amounts
- Pro-ration factor (for supplementals)
- TRA/TRA rate and tax bill information
- Handles events from an effective date standpoint
- Exemptions (Modifiers)

Generates appropriate value notices as required (such as for Prop-8 reductions, escapes and supplementals)

Maintains a history of all assessment events, including annual, supplemental (transfer or new construction), escape, calamity, demolition and corrections

Build around a workflow processing engine which presents tasks in work queues, to be assigned to specific users or groups of users, which can go through a series of steps until they are completed

AA manages the calculation and retention of base value segments (BVS) and their associated beneficial interests (BI), and determines the correct assessed value from one or more "candidate" values (such as a Prop-8 reduction) by comparing the values and selecting the lower one. Should the current market value exceed the Prop-13/trended value, AA will select the Prop-13 value as the assessment

AA incorporates the value roll processing feature and allows the user to initiate and manage the various roll processes (annual secured, annual unsecured, supplemental, escapes and corrections)

When the annual roll process is initiated, GRM/AA determines which parcels require an annual valuation (such as Prop-8 parcels from the prior year, restricted properties and some PI's) and initiates a workflow task to the CAMA module requesting a current-year valuation. For all others, AA assumes the value will be trended (Prop-13). AA keeps track of the outstanding request from CAMA and provides a report that identifies any parcels for which a value has not been received.

Likewise, for individual parcel events (such as transfers) AA requests a value from CAMA and a workflow task is initiated until the value has been provided

GRM includes a "direct enrollment" feature, which allows a County to generate an assessment without further inspection, based on criteria established in advance (sales price and reported price close enough, residential only, 100% transfer, no exclusion, single property)

Unsecured/Personal Property

This is the module used to value all types of unsecured property, including business equipment, vessels/boats and aircraft

Allows creation and maintenance of unsecured accounts, and track information about them, including:

- Owner name and address
- Situs address
- TRA
- Class or SAIC code
- For each tax year, asset inventory, including acquisition year and cost, and assessed values
- Located on, or secured to, real property parcel
- Override value, if applicable
- Filing status
- Notes

Can roll accounts and assets to coming tax year, in groups or individually

Can deactivate accounts, and reactivate as applicable

Maintain process cycle status to manage workload, such as:

- Statements not yet sent
- Sent but not yet received
- Received but not yet worked
- Worked but not yet posted
- Posted (and made available to the AA module for certification and taxation

Tracks the appraiser who worked the account

Generate mailing labels for 571 and other reporting forms

Produce labels for reminder notices

Produce labels for direct enrollment postcards

Generate the aircraft export file for the DOR

Process the boat import files from the State

Allow for direct enrollment for accounts with no change in asset inventory

Can certify unsecured values (and extend taxes) prior to the certification of the entire 601 roll

Attach unsecured account value to secured parcel for billing purposes

Track audit information

Identifies if the assessment is under appeal

Maintain leased property relationships between lessor and lessee

Incorporates the State percent good schedules used to value assets

Can post values individually or in groups

Real Property Appraisal (CustomCAMA)

Highly customizable application integrated with the AA module is able to handle complex valuation of Real Property. Table driven and easily adapted to needs and business processes.

Create Values using a range of different valuation methods including:

- Comparable Sales Module with ability to have as many models as needed with both User and Canned Parameter ability
- Prop 8 Value Production in batch
- Restricted Valuation – Williamson Act, Mills Act, Timberland Production Zones, etc
- BOE Valuation
- Marshall & Swift Valuation for Commercial Properties – availability of multi-year M&S values
- Possessory Interest Valuation such as Boat Slips, Hangars, etc
- Income Valuation using multiple income streams
- Discounted Cash Flow Capability
- Allocated Value – using percent value from Land and Building to create valuation
- Blended Valuation – using two or more valuation methods to create value

Point in Time Valuation:

- Event History Screen – allows users to keep track of all events completed and currently actionable on an account. Allots for out of sequence events and corrects them accordingly. The listing maintains the event type, date, valuation information and appraiser notes associated with the event
- Comparable Sales – comparable sales valuations can be saved and reviewed later in time if needed. Whenever a Comparable Sale run is completed, the set is saved to the parcel and is available for appraiser review to establish conclusion of value
- Parcel History Records – a comprehensive parcel history of valuation and characteristics at the time of choosing. Can be automated to coincide at the time of an event and can be completed manually on the individual parcel level by the appraiser.
- Transfer History – each parcel keeps a record of general parcel characteristics associated with each transfer event
- Workflow History – history of each workflow task performed on a parcel

Comprehensive Improvement-level valuation using table driven BOE or Marshall & Swift rates:

- New Construction value tracking and creation. Ability to track New Construction values separately depreciated on parcel and section level
- Ability to have multiple subarea types, section values and building characteristics per building section and building
- Extra feature improvements can tie into buildings for valuation
- Replacement Cost New (RCN) value tracking on the subarea, section and building level
- Can generate square footage based on actual, effective or heated area of buildings

Tracking of parcel relationships and percentage of value allocation from one to Parent/Child/Other parcels

Application of multiple value adjustments at the Parcel level

Application of multiple value adjustments at the Building level

Land Valuation can be completed within the CAMA module to value Residential, Market or Agriculturally exempt land

Mass Update Capabilities for adjusting values and information on large sets of parcel value and information at once, including:

- Ability to add Buildings and Building Features for Tract valuation
- Sales
- Land Line Value and Unit Adjustments
- Comparable Sales Models
- Income Model Adjustments

- Attach a document to multiple parcels at once

Event Initiated Workflow capability – built in workflow capability starts a workflow when an event is initiated. This allows users to search for their outstanding events and tasks. Workflows are tied to events or specific actions, there is the ability to define tasks per workflow process and automatically route these tasks to different individuals or departments based on client defined parameters. Workflows can be initiated by AA module or by users within the CAMA module.

A wide variety of permitting features are included within the CAMA application, such as:

- Permit Import utility for automatic uploading and updating permits into database
- Historical Permit listing
- Ability to tie permits to events
- Ability to change permit status life cycles
- Assign permits to users for review in batch based on area or user ID

Detailed Transfer information tracking:

- Indicating Qualified/Unqualified Sales types
- Inclusion of Transfers in customizable comparable sales feature
- Automatic Transfer history including parcel characteristics at time of transfer
- Ability to handle related sales in an easily identifiable manner
- Multiple Beneficial Interest tracking

Comprehensive Sketch Tool included within the CAMA interface for seamless sketching:

- Accepts Mouse and Keyboard drawing for immediate production of value
- Ability to enter traverse strings or square footage for immediate production of value
- Ability to integrate with Apex sketching tool

Attachments on the account level – offers the ability to attach any type of file supported by the user's PC to a parcel. Attachments can be associated with individual buildings, transfers and events.

GIS Mapping Capability

- Integration of ArcGIS tools
- Client defined layer settings
- Mapping at the Parcel level
- Mapping of set properties such as Comparable Sales or Neighborhoods with one click
- Oblique imagery display

Wide Variety of Query Tools – ability to create customized queries using SQL for easy production of information reports with over 30 canned queries available.

Customizable Error and Edit checking capabilities

Bulk Copy of value and characteristic information from parcel to parcel

Interfaces

Standard, configurable interfaces file to a General Ledger package, and to receive information back into GRM from general ledger, such as for refund warrants/checks (check number, amount and date)

Configurable file I/O for remittance payments, web payments, lock box payments, etc.

Configurable file I/O for data extract to the web or other external systems

Reporting

Reports can be generated as PDF, XLS, MS Word, and txt

All reports can be set to first display to the screen and reviewed before printing as desired

Most reports are developed using Microsoft SSRS, and some are provided in Crystal Reports format

List of reports by module

Assessment Administration

- External Classifications
- External Classification rate
- External Classification Map
- Annual Assessment Status
- Annual Exemption Status
- Assessment Summary
- Assessments Ready for Tax Extension Detail
- Assessments Ready for Tax Extension Summary
- Base Value Segments
- BOE 801
- BOE 802
- CA- State Assessed Properties and Value
- Completed Assessments Summary
- Completed Assessments Detail

- Exemptions by Code Area
- Institutional Exemptions
- Non-Homeowner Exemption Scratch Roll

Levy Management

- Assessment Roll Corrections Detail by Revenue Object
- BOE-822
- BOE-822B
- Debt Service Bond Supporting Details for School 51/51A
- Distribution of Tax Increment by Fund by TAG
- Fund Listing
- HOPTR – State Property Tax Loss Reimbursement
- HOPTR Claim Schedule A
- HOPTR Claim Schedule B
- HOPTR Claim Schedule C
- HOPTR Claim Schedule D
- HOPTR Claim Schedule E
- Non-Unitary Growth Percentage Excluding Non-commercial Aircraft
- Rate Calculations by Tax Authority
- Rate Calculations by Tax Authority Group
- Roll Corrections Details
- Supplemental AB8 Apportionment Factors
- Tax Apportionment Worksheet after ERAF
- Tax Apportionment Worksheet Total Gross AB8 and Unitary
- Tax Apportionment Worksheet Total Tax Amount Due Agencies
- Tax Bill Summary by Fund
- Tax Bill Summary by Tax Authority
- Tax Bill Summary by Tax Authority Group
- Tax Bill Summary by TRA
- Tax Bill Summary by TRA and Assessment Type
- Tax Charge Corrections Detail by Value Group
- Tax Extension Summary by TRA and Assessment Type
- Tax Rates by TAG
- Tax Roll Values by Tax Authority Fund
- Tax Roll Values by Tax Authority Group
- TIF Increment Summary by Base Type
- TIF Property Associations
- TIF Summaries by Fund
- TIF TAF Increment by Base Type
- Top X Taxpayers
- Top X Taxpayers by Tax Authority

Special Assessments

- Principal and Interest Collection

- Special Assessment Expiration
- Special Assessment Value
- TAG Membership
- Amortization Report
- Balance Due Report
- Certificate of Tax Status Report
- Collections Report
- Data Files List
- Receivables report

Accounts Receivable

- Refund/Overpayment Listing
- Payment Listing Report
- Collections Summary Report
- Payment Management Audit report
- Levy Book
- Lockbox Summary Report
- Combined Refund Detail Report
- Payment Plan Listing
- Property Tax Revenue Report

Distribution and Tax Accounting

- California Distribution Rule Allocation Reports
- Distribution Transaction Report
- Agency Map Report
- Distribution History Reports
- Financial Transaction Detail Listing
- Payment Listing Report

Delinquents

- Delinquent Group Auctioneer Report
- Delinquent Task List
- Payment Summary Report
- Case Fee Payment Report
- Case Report
- Delinquents by Lender
- Delinquents by PIN
- Delinquent List
- Fee Report
- Flag Listing
- Flag Detail Listing
- Flag Summary Report
- Forfeiture Listing
- Group Listing

- Group Count Report
- Installment Balance
- Litigation Report
- Paid Listing
- Special Assessment Foreclosure Report
- Status Report
- Summary by Authority Report
- Summary Report

Cashiering

- Deposit Slip
- Session Reconciliation Report
- Daily Balance Report

Records

- Legal Party Audit Report
- Legal Party Mailing Address Comparison Report
- Parcel Report
- Productivity Report

Personal Property

- Asset Detail by Account
- Batch Return Extract
- Batch Zero Value Accounts by Class
- Cycle Status Count by Class
- Cycle Status Count with PINs
- Direct Enrollment Postcard Extract
- DOT Aircraft Extract
- Equipment Listing Report
- Leasing Company Report
- PP Statement Extract
- Second Notice Postcard Extract

APPENDIX D

GRM Hardware/Server Recommendation

Inyo County, California

THOMSON REUTERS

Manatron Recommended Hardware / Third Party Software

Recommended Tower Database Server

Item Description	Dell PowerEdge T420 [1]
PowerEdge T420	2.20GHz /10M Cache, 6.4GT/s, Xeon E5-2407, 4C 1066MHz Processor
Operating System	Microsoft Windows Server 2012 Standard Edition
Database Software	Microsoft SQL Server 2012 4 Core Standard Edition (Manatron ISV) [2]
Memory	64 GB 1600MHz (16X4GB) Dual Rank LV RDIMMs
Internal Controller	PERC H710p Integrated RAID Controller, 1GB Cache
Hard Drive Configuration	RAID 1 / RAID 5 for PERC H710P Controller
Hard Drive Backplane	Up to 8, 3.5in Hot-Plug Hard Drives, PowerEdge T420
Primary Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
2nd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
3rd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
4th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
5th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
6th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
7th Hard Drive	Filler
8th Hard Drive	Filler
Network Adapter	Dual Port 1 GB Network Adapter
CD/DVD Drive	DVD +/-RW SATA Internal Drive
Tape Drive	PowerVault LTO5-140 Tape backup, w/Controller Internal [3]
Tape Backup Software	Symantec Backup Exec 2010 R2 [3]
Tape Media	Tape Media for LTO5, 20 Pack [3]
Chassis Configuration	Tower Chassis
Hardware Services	3 Year ProSupport Non-Mission Critical 4Hr 7x24 Onsite
Power Cords	2 X NEMA 5-15P to c13 Wall Plug, 125Volt, 10 feet/3 meter
Power Supply	Power Supply, Redundant, (1+1) 750W
Power Protection	UPS, Tower, 1000W, 120V, with 5-15P,3m attached cord [4]
Form Factor	Tower

[1] Tower orientation, rack mount servers are available if the site has rack infrastructure.
[2] Microsoft SQL Server processor licensing available from Manatron with ISV pricing
[3] Tape unit may be eliminated from configuration if the site has an existing backup solution.
[4] UPS unit may be eliminated from configuration if the site has an existing power solution.

Recommended Tower Virtual Host Server – (virtual IIS and Batch servers)

Item Description	Dell PowerEdge T310[1]
PowerEdge T310	2.93 GHz /8M Cache, Turbo, Xeon X3470 Processor, 4 Core
Operating System	Microsoft Windows Server 2012 Standard Edition, 2 Core, 2 VM
Memory	32 GB 800MHz (8X4GB) Quad Ranked RDIMM
Internal Controller	PERC 6i/SAS Internal RAID Controller, for Hot Plug Configuration
Hard Drive Configuration	RAID 5 for SAS 6i Controller
Hard Drive Backplane	Up to 4, 3.5in SAS Hard Drives, PowerEdge T310
Primary Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
2nd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
3rd Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
4th Hard Drive	600GB 15K RPM Serial-attached SCSI 6Gbps 3.5-in Hot Plug Hard Drive
Network Adapter	Broadcom 5709 Dual Port 1 GbE NIC, w/TOE iSCSI PCIe-4
CD/DVD Drive	DVD +/-RW ROM Internal Drive
Chassis Configuration	Tower Chassis
Hardware Services	3 Year ProSupport Non-Mission Critical 4Hr 7x24 Onsite
Power Cords	2 X NEMA 5-15P to c13 Wall Plug, 125Volt, 10 feet/3 meter
Power Supply	Power Supply, Redundant, 400W
Form Factor	Tower

Recommended CAMA Recalculation Desktop Workstation

Dell OptiPlex 780 Desktop [5]

w/ Microsoft Office 2010 Starter

System Configuration

- OptiPlex 780 Desktop
- Intel® Core 2 Duo Processor E7600 (3.06GHz, 3M, 1066MHz FSB)
- 4GB DDR3 Non-ECC SDRAM,1333MHz, (2 DIMMs)
- Microsoft® Windows® 7 Ultimate 64Bit
- Integrated Video Intel GMA4500
- Dell Professional 19 Inch P1911 HAS Wide Panel VGA/DVI
- Dell Keyboard, USB
- Dell USB 2-Button Optical Mouse with Scroll
- 500GB SATA 3.0GB/s and 16MB DataBurst Cache™
- 16X DVD+/-RW,SATA Roxio Creator w/ CyberlinkPower DVD™, Media
- Microsoft Office 2010 Starter
- 3 Year Basic Support NBD On-site

Recommended Peripherals (as needed) [5]

Laser Printer	Hewlett Packard HP 9040DN – 600 X 600 dpi, duplex)
Receipt Printer	Epson TM-H6000II-M147E or equivalent
Bar Code Scanner	Industry standard USB wedge

[5] Purchase as needed

Recommended Third Party System Software

Database Server System Software

Item Description
Microsoft Windows Server 2012 Standard Edition
Microsoft SQL Server 2012 Standard Edition, 4 Core
Symantec Backup Exec 2010 R2
ETrust InoculateIT Anti-virus Software
Adobe Reader X
PrintKey Pro screen capture software

Virtual Host Server System Software

Item Description
Microsoft Windows Server 2012 Standard Edition
ETrust InoculateIT Anti-virus Software
Adobe Reader X
PrintKey Pro screen capture software

Third Party Hardware Pricing Summary:

Qty	Description	Unit Price	Extended Price
1	Dell PowerEdge T420 Database Server	$6,110	$6,110
1	Dell PowerVault LTO5-140 Internal Tape Drive w/controller [1]	$3,009	$3,009
1	Dell PowerVault LTO5 Tape Media – 20 Pack [1]	$1,407	$1,407
2	Microsoft Windows Server 2012 Standard 2 socket 2VM	$559	$1,118
1	Microsoft SQL Server 2012 Standard Edition ISV – T420[2]	$4,027	$4,027
1	Microsoft SQL Server Embedded Maintenance Processor – T420[2]	$805	$805
1	Dell PowerEdge T310 Virtual Host Server [3]	$3,874	$3,874
2	Microsoft Windows Server 2012 Standard , 2 socket 2VM	$559	$1,118
2	Dell Optiplex 780 Recalculation Desktop with Office Starter [4]	$1,054	$2,108
1	UPS, Tower, 1000W, 120V, with 5-15P,3m attached cord [5]	$357	$357
1	AntiVirus Software	$500	$500
		Total USD	**$24,433**

This configuration is presented for the budgeting convenience for the County of Inyo, California. Most government entities will take advantage of special pricing considerations given to local government by major hardware vendors. The supplied prices and configurations are subject to change without notice and do not include shipping charges or installation.

Note 1:

1) Tape unit may be eliminated from configuration if the site has an existing backup solution.
2) Manatron ISV SQL processor pricing
3) One GRM virtual server web site required for each 35 Users, 32 GB host server will support 50 users
4) Two recalculation desktop workstation included in pricing for this response.
5) Power conditioning may be eliminated from configuration if the site has an existing UPS solution

Note 2:
The "Recommended Hardware / Third Party Software" configuration contains host servers with physically attached storage; the disk may be replaced or supplemented with virtual machine images residing on a Storage Area Network (SAN) or Network Attached Storage (NAS) resource. Manatron does not recommend virtualization of the SQL database server.

Note 3:
The "Recommended Hardware / Third Party Software" configuration does not address server redundancy for Disaster Recovery. Additional SQL database and host servers would be required to create a fully redundant GRM implementation.

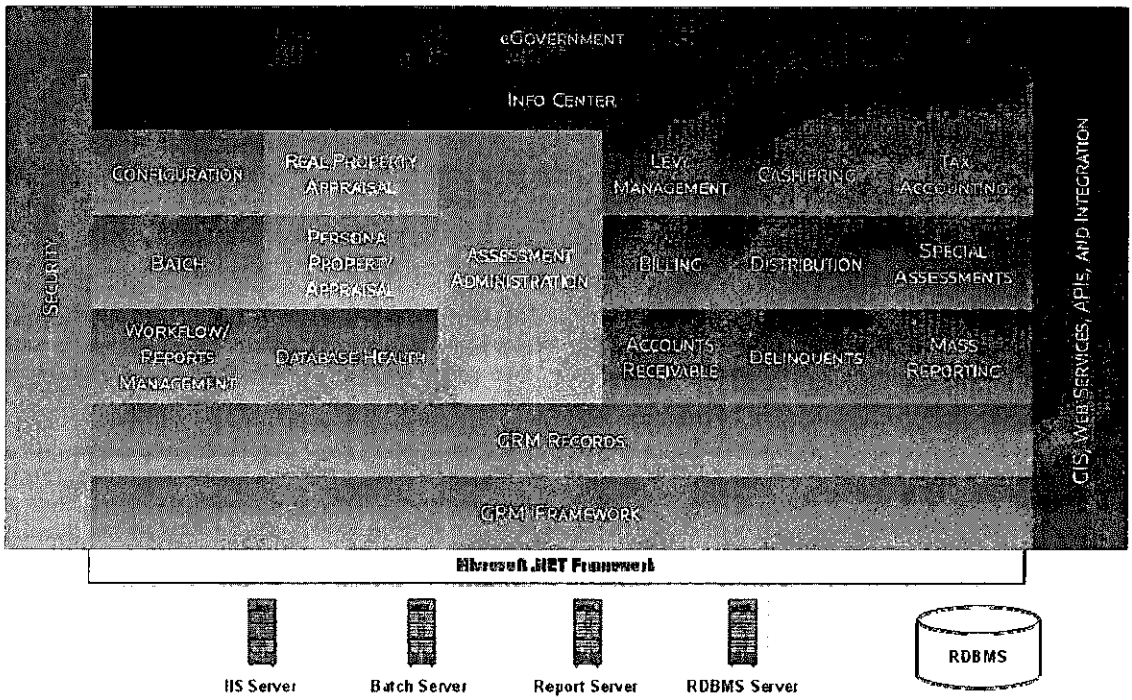
Thomson Reuters Microsoft SQL Server 2012 ISV Program

Thomson Reuters is licensed to sell Microsoft SQL Server processor licensing for exclusive use with our applications at a greatly reduced cost. The ISV licensing may also be used with other Microsoft software that would require the use of Microsoft SQL Server. Listed below is Thompson Reuters ISV pricing for the Microsoft SQL Server 2012 product.

Microsoft SQL Server 2012 ISV Pricing: (minimum 4 cores)

Processor Licensing	Model #	Description	Unit Price	Extended Price
1	7LQ-00003	Microsoft SQL Server 2012 Standard Edition Win64 Processor license for 2x2 Cores	$4,027	$4,027
1	7LQ-00004	Microsoft SQL Server 2012 Standard Edition Embedded Maintenance 2x2 Cores (1 Year)	$805	$805

Overview of GRM Architecture:



SOFTWARE SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

SOFTWARE					
Software Description	**Model Number**	**Quantity**	**Unit Price**	**Total Price**	**Office**
GRM Tax		1			
GRM Real Property (CAMA)		1			
GRM Records, Enterprise Edition		1			
GRM Personal Property		1			
GRM Assessment Administration		1			
GRM Levy Management		1			
Total Software Fees:				$ 261,011.00	

SOFTWARE USE RESTRICTIONS: Site license(s).

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees specified in this Schedule.

Date: September 20, 2012 S.S.

© Manatron, Inc. 2012

MAINTENANCE AND SUPPORT SERVICES (Collectively referred to as "Support Services") SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

SOFTWARE SUPPORT SERVICES			
Software Product	**Model Number**	**Annual Price**	**Office**
Year 1 Maintenance and Support w/ EGov		$ 58,622.00	
Year 2		$ 73,940.00	
Year 3		$ 76,122.00	
Year 4		$ 78,370.00	
Year 5		$ 80,685.00	
Year 6		$ 83,105.00	
Year 7		$ 85,598.00	
Year 8		$ 88,166.00	
Year 9		$ 90,811.00	
Year 10		$ 93,536.00	
Total Annual Software Support Services Fees:		$ 808,955.00	

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Manatron will be the primary interface through direct communications with vendors, manufacturers, and service providers of the Third-Party Software. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Third-Party Software, Manatron shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following Installation and shall continue for an initial period of one hundred and twenty (120) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fees.

DELAYED BILLING FEES: If Customer is billed on a monthly or quarterly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greater of 5% of the total Software Support Services Fees or three hundred dollars ($300.00). The delayed billing fee may be paid in equal monthly installments.

Date: September 20, 2012 S.S.

© Manatron, Inc. 2012

PROFESSIONAL SERVICES SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

PROFESSIONAL SERVICES						
General Description of Services	Model Number	Days/ Quantity	Unit Price	Total Price	Annual Fees	Estimated Completion Date
Implementation Services (Project Management, Software installation and configuration, Data conversion		1	$ 232,343.00	$ 232,343.00		TBD
Source Code Escrow Not included	ESCROW	1	$ -	$ -	$ -	TBD
Total Professional Services Fees:				**$ 232,343.00**	**$ -**	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

Conversion
Manatron will provide conversion services to convert applicable data required to operate the new software from the Customer's present system to Manatron's. All data must be delivered in Manatron's prescribed format. If not delivered to Manatron in prescribed format, then conversion will be billed at the then-current rate in effect plus travel-related expenses. Only data required for Manatron application software will be converted. Data maintained in any third-party software product (Fasport, word processing , spreadsheet, etc.) will be re-entered by the Customer.

CONSULTATION/TRAINING SERVICES				
Description	Model Number	Days/Quantity	Total Price	Office
Training (39 days)		39/days	$ 42,900.00	
Interface Development (200 hours)		200/hours	$ 40,000.00	
Reports Development (200 hours)		200/hours	$ 40,000.00	
Total Consultation/Training Services Fees:			**$ 122,900.00**	

All Professional and Consultation/Training Services Fees are quoted at the current rate and are subject to increase without notice.

PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Professional and Consultation/Training Services fees are due and payable in accordance with Manatron's invoice(s) that shall be sent to the Customer based on the Payment Schedule identified in the SOW, Appendix B of the the Agreement. Customer is responsible for all travel-related expenses associated with Manatron's Professional and Consultation/Training Services.

ADDITIONAL PROFESSIONAL AND CONSULTATION/TRAINING SERVICES PAYMENT TERMS: Manatron shall provide Professional and Consultation/Training Services to Customer in the amounts identified above. Any additional Professional or Consultation/Training days requested by Customer shall be billed as used at the rate in effect at the time of service. Customer is responsible for all travel-related expenses associated with Manatron's additional Professional and Consultation/Training Services.

GENERAL PROVISIONS:
(1) Customer shall provide a suitable room or space where training can be conducted in an uninterrupted manner;
(2) All Customer personnel to be trained should have adequate job coverage to ensure uninterrupted training sessions;
(3) Up to six hours of training are included in a "full day" of training;
(4) Customer acknowledges the importance of receiving the training provided herein and shall use all commercially reasonable efforts to ensure that said training is fully completed;
(5) Manatron recommends one (1) person per PC/Terminal; and
(6) Class size not to exceed twelve (12) trainees.

Date: September 20, 2012 S.S.
© Manatron, Inc. 2012

DATABASE HOSTING SCHEDULE FOR Inyo County, California

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

Manatron is willing to maintain a server and to host a database that contains certain data that is properly formatted and submitted to it by Customer and other approved sources (the "Database"). Customer wishes to use Manatron's software to format data for compilation and inclusion in the Database. Customer may also wish to offer access to the Database on a subscription basis and to use other services made available by Manatron.

DATABASE HOSTING

Software Use License	One-Time Fees	Annual Hosting Fee	Annual Support	Annual Data Extract Support	Estimated Completion Date
eGovernment Software Use License, Set-Up and Implementation	$ 13,200.00				TBD
eGovernment Ongoing Fees		$ 3,300.00	$ 5,940.00	$ 3,960.00	TBD
Total One-Time Fees:					$ 13,200.00
					13,200.00

eGovernment is provided by Manatron and consists of the following:

- Providing Internet-based software to access the Customer's public data
- Populating the eGovernment software with Customer data from the appropriate system on a regular basis
- Setting up a secure test web site for the Customer to verify the data conversion
- Providing programs and equipment to allow updating the Internet site with the Customer's data
- Providing a linkage to the Customer's "Home Page"
- Multi-language support
- Customization of text labels, menus, and screen color (collectively referred to as the "site theme")
- On-going development and enhancement of the Manatron eGovernment applications
- Ensuring proper third-party product licensing
- Subscription services, credit card transactions, per-hit charges, escrow account, etc.
- Ongoing support, i.e. software upgrades, "bug" fixes, and telephone and e-mail support
- 24/7/365 monitored web site support

Payment Terms: One-Time eGovernment Fees will be invoiced as follows: 50% invoiced upon contract signing and 50% invoiced upon Go-live / production of the eGovernment website. Customer is responsible for all travel-related expenses associated with Manatron's eGovernment Set-up and Implementation. Annual Hosting/Support Fees shall commence on the first of the month next following Go-Live and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. Annual Hosting/Support Fees are billed annually in advance and are subject to increases as defined in Section 8.2 of the Master Agreement.

Hardware: The Manatron-hosted solution is a high-availability offering which includes:

- 24/7/365 monitored infrastructure support (network/hardware/software)
- Fully fault-tolerant power
- Redundant backbone connection
- Redundant servers
- Constant proactive security analysis
- Intrusion detection and auditing
- Response time and user up-time monitoring
- Database monitoring and maintenance
- User subscription database administration
- Monthly system utilization reports
- Automated back-ups

Manatron will also provide a Reach-in Computer for the duration of the agreement. Ownership and control of this hardware will remain solely with Manatron for purposes of web data updates only. This hardware must reside physically in the same data center as the Manatron back-end system. No programs shall be loaded on the hardware by the Customer.

Web Server Address: One Customer-determined domain name will be provided.

DATABASE HOSTING SCHEDULE FOR Inyo County, California

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

Frequency of Updates to Database: Customer shall make programmatic arrangements to provide Manatron with updated information for the Database on a daily basis or as agreed with Customer. In no case shall the updates occur more than once per day.

Database Maintenance: Manatron agrees to establish and maintain the Database and to update information as it is properly formatted and submitted to Manatron by Customer or by other sources approved by Manatron. Manatron will follow standard procedures for computer management of the Database, including back-up measures, recovery procedures, file maintenance and expansion, change controls, problem resolution procedures, management and control of space use, performance reporting, and related security and administration. Manatron will provide load-balanced web servers and a database server for the duration of this Agreement.

Security: Manatron agrees to implement commercially reasonable measures to protect the security of the Database and to prohibit unauthorized access to the Database. Manatron, however, makes no warranty or guarantee that the Database will be free from security breaches, and Manatron expressly disclaims any liability for loss or damage caused by unauthorized access to the Database.

Limitation of Liability: With respect to Manatron's obligations regarding the Database, Manatron and Customer mutually acknowledge that data entry, communication, and storage are subject to a possibility of human and machine errors, omissions, delays, down time, and losses, including inadvertent loss of data or damage to media, which may give rise to loss or damage or which may prevent access to the Database. Neither party undertakes or accepts any liability whatsoever to the other for errors, omissions, delays, interruptions, or losses, unless caused by that party's willful misconduct.

Database Link: Customer shall have access to the Database by linking to the web site located at the address provided. Customer shall be exclusively responsible for the purchase and maintenance of any third-party software and hardware that it needs to operate the Software, access the Database, and update the information on the Database under this Agreement.

Database Information: Customer is exclusively responsible for the content and accuracy of any data it submits to Manatron for inclusion in the Database. Manatron will include such information in the Database as it is properly submitted. Customer is responsible for its data and media while such data and media are in transit to or from Manatron. Manatron may refuse to accept, and may return to Customer, any data that, in Manatron's opinion, (a) does not comply with Manatron's applicable standards and procedures, or (b) are otherwise not in proper machine-readable form. Customer will be responsible for correcting rejected data and submitting the same for re-entry in the Database.

Title to Data: Customer shall retain ownership of the data (in raw form prior to any formatting by the Software) that is submitted to Manatron. Customer grants Manatron the right and license to include the data in the Database and agrees that Manatron shall be the sole and exclusive external owner of the Database as a compilation of data. Manatron shall have the right to license, sell, and create derivative works from all data included in the Database.

Duty to Update Database: Customer shall be responsible for updating the information on the Database in accordance with the procedures set forth above. A Reach-in Computer will be provided by Manatron for use during the life of the hosting agreement. This Reach-in Computer allows secure data transfer from the customer back-office system to Manatron's hosting facility. Customer shall be responsible for ensuring proper operating environment/infrastructure for the Reach-in Computer. Environment will include appropriate internet connectivity, connectivity to Manatron back-office system, power supply, and a secured room (datacenter). A dedicated phone line is also required to ensure service levels. Customer is responsible for ensuring integrity of back-office data and suitability for display on the web. Manatron and Customer are jointly responsible to ensure the appointed loads via the Reach-in Computer.

Customer Home Page/Subscriber Access: Subscribers shall have access to the Database in accordance with terms and conditions set forth at the host site. Manatron provides a Welcome Page and all dynamic data access pages for access to the eGovernment web data. Working with the Customer, the Welcome Page can be one of many linked pages, or it can be modified to act as the Customer home page.

Price: Customer agrees to pay Manatron the database hosting fees and other fees specified above. Manatron shall have the right to adjust any fees for database hosting services upon thirty (30) days' prior written notice to Customer; provided, however, that Manatron shall not make more than one increase to the fees during any twelve-month period.

Assumption of Risks: Manatron shall not be liable for, and Customer hereby assumes the risk of and shall indemnify and hold harmless Manatron against, any claim, injury, loss, damage, or expense (including attorneys' fees), either direct or indirect, incurred, made, or suffered by Customer in connection with or in any way arising out of the furnishing, performance, or use of the Software, the host site, and/or the Database.

Project Manager: Neither Manatron nor Customer is required to provide a Project Manager for this endeavor unless Database Hosting is part of an integrated project.

Acceptance: Upon use by Customer for any purpose other than testing.

Use License: The Software is licensed on a Site basis for Database Hosting Services; Customer will have access to use the Database and web services only in connection with the operations thereof.

Date: September 20, 2012 S.S.

© Manatron, Inc. 2012

SUMMARY SCHEDULE FOR INYO COUNTY, CALIFORNIA

Schedule No. CA2012.004.01 to the Master Agreement for Licensed Software, Hardware, and Services. This Schedule is made and entered into pursuant to, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware, and Services No. CA2012.004 between Manatron, a Thomson Reuters Business and the undersigned Customer (the "Agreement").

ONE-TIME FEES	
Description	**Total Price**
SOFTWARE	$ 261,011.0
PROFESSIONAL SERVICES (billed as used)	$ 355,243.0
DATABASE HOSTING	$ 13,200.0
Total One-Time Fees - Plus Freight:	**$ 629,454.00**

Payment Terms for One-Time Fees: Hardware Fees and Professional Services Fees will be due and payable per the Payment Schedule attached to the SOW, Appendix B of the Master Agreement. The fees set forth in this Agreement do not include any amounts for taxes. Unless Customer provides Manatron with proof of exemption therefrom, Customer shall pay all applicable taxes levied by any tax authority based upon this Agreement, the Software, Hardware, and/or any Professional Services performed by Manatron, excluding any taxes based upon Manatron's income.

It shall be Customer's sole obligation to challenge the applicability of any tax. If Customer shall become subject to tax at any time following the execution of this Agreement, Manatron shall have the right to assess the tax liability applicable under this Agreement to Customer, and Customer agrees to pay Manatron for such tax liability within thirty (30) days of receiving written notice of such tax liability from Manatron.

ONGOING FEES	
Description	**Total Price**
SOFTWARE SUPPORT SERVICES	$ 808,955.0
ANNUAL PROFESSIONAL SERVICE FEES	$
DATABASE HOSTING/SUPPORT Year 1	$ 13,200.0
Total Ongoing Fees:	**$ 822,155.00**

Payment Terms for Ongoing Fees: Ongoing Fees are due and payable in advance of each annual term. After the initial term Ongoing fees are subject to increases as defined in Section 8.2 of the Master Agreement.

Date: September 20, 2012 S.S.

© Manatron, Inc. 2012

APPENDIX B
INYO COUNTY, CALIFORNIA

Professional Service Rates		
Role / Position	**Hourly**	**Daily Rate**
Vice President	$385	$3,080
Chief Architect	$385	$3,080
Senior Project Manager	$228	$1,824
Project Manager	$200	$1,600
Senior Business Analyst	$228	$1,824
Business Analyst	$200	$1,600
Senior Support Analyst	$200	$1,600
Support Analyst	$183	$1,464
Programmer/Engineer	$183	$1,464
Senior Trainer	$200	$1,600
Trainer	$183	$1,464
Blended Rate	$200	$1,600
DBA	$228	$1,824

© Manatron, Inc. 2012

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

For Clerk's Use Only:
AGENDA NUMBER
22

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

FROM: Public Works and Road Department

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Inyo County CAPP Block Grant Application

DEPARTMENTAL RECOMMENDATIONS:

Authorize the Public Works Director to sign an application for CAPP Block Grant funds in an amount $185,460, from the Great Basin Unified Air Pollution Control District for Clean Air Projects.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Great Basin Unified Air Pollution Control District (GBAPCD) received approximately $5.5 million in funds resulting from an agreement with the Los Angeles Department of Water and Power (LADWP) to provide a means for mitigating excess air emissions associated with delays in implementing dust control measures on 3.1 square miles of the Owens Lake bed. Of this amount, approximately $185,000 has been made available to Inyo County in unrestricted Block Grant funds for "Clean Air" projects. Inyo County has been assured that the funds are available as described in the attached CAPP Block Grant Guidelines, 2012.

The Clean Air Project Program (CAPP) was developed to provide a means of distributing these funds for the reduction of air pollution especially in the Southern Owens Valley area, as an offset to the pollution created by the blowing dust from the Owens dry lake. But, the CAPP program also has a block Grant component, which provides some additional unrestricted monies for other types of Clean Air projects.

The Public Works Department is proposing to replace the aging heating equipment in various buildings in the Southern Inyo area, including the Courthouse Annex, Statham Hall and others. It is anticipated that there will be a significant reduction in Greenhouse gas emissions as a result of replacing the heating equipment. These original systems were installed from approximately 1950 to 1978. The equipment operated at about 70% efficiency when new, but time typically reduces the efficiency of heating equipment. The old heaters also were not designed to operate nearly as cleanly as currently available heaters. Currently available heating equipment is rated at greater than 90% efficiency and burn much cleaner than older heaters. Additionally, there is significant savings to be gained from replacement of the old heaters and boilers. Based on the County's current expenditures for propane, we can expect a reduction in propane billing of approximately $7,900 annualy by installing the the described heating system upgrades. And, there will be an approximate 27 ton reduction in CO_2 emissions per year as well as reductions in 0.6 tons of CO and 5.3 tons per year of NOx emissions as well.

Your board should also be aware that the project description should be considered a general description of the proposed work, and some adjustment of the final project description and replacements may be required based upon the estimated cost for construction and equipment.

ALTERNATIVES:

The Board could choose not to authorize the Public Works Director to sign the application for CAPP Block Grant funds. This is not recommended since it would prevent the Public Works Department from making application and possibly securing funding for heating system upgrades and a significant potential reduction in heating system and electrical costs.

OTHER AGENCY INVOLVEMENT:

(1) County Counsel has reviewed this Agenda Request.
(2) The Auditor's Office will provide financial review for the expenditure of CAPP funds.
(3) Great Basin Unified Air Pollution Control District
(4) Los Angeles Department of Water and Power, who provided funding to the GBAPCD

FINANCING:

Funds for the Inyo County CAPP Heating System CO2 Reduction Project are provided by the Great Basin Air Pollution Control Board. The funds if approved, will be deposited into the Deferred Maintenance Budget 011501, Object Code 4599, other agencies.

APPROVALS		
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)	Approved: yes Date 12/11/12
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Leslie L. Chapman	Approved: ✓ Date 12/11/12
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)	Approved: NA Date

DEPARTMENT HEAD SIGNATURE:

(Not to be signed until all approvals are received) _____

Date: 12-11-12

Clean Air Projects Program

a joint project of Great Basin Unified Air Pollution Control District
and Los Angeles Department of Water & Power

1-10 DRAFT 2

CAPP Block Grant Guidelines 2012

Upon approval by the Governing Board of the Great Basin Unified Air Pollution Control District (District), CAPP block grants will be payable to the four agencies represented on the District Governing Board. Ten dollars per person ($10/person) will be available to each agency, as determined by 2010 census data:

Inyo County: 18,546 X $10 = **$185,460.**

Mono County: 14,202 - TML pop. = 5,968 X $10 = **$59,680.**

Alpine County: 1,175 X $10 = **$11,750.**

Town of Mammoth Lakes: 8,234 X $10 = **$82,340.**

To be eligible for payment, a representative from each agency must agree and adhere to the following guidelines:

- CAPP Block Grant funds are payable one time only and must be spent by December 31, 2013.
- CAPP Block Grant funds must be spent on projects that will or could result in local air quality improvement.
- CAPP Block Grant funds may be used to comply with existing air quality regulations and requirements.
- CAPP Block Grant funds may not be used to backfill previous expenditures, including any owed reimbursements.
- Prior to disbursing and CAPP Block Grant funds to a participating agency, the agency must provide CAPP administration with a brief project description, including estimated costs.
- Following the District Air Pollution Control Officer's approval of project description, project funds will be paid to the agency for immediate use as approved.
- If the total balance of an agency's awarded amount is not committed, payments may be made incrementally with remaining amounts payable when requested and approved.

- All projects financed by CAPP Block Grants must be tracked by the participating agency for general reporting purposes, including expenditures. Brief project summaries must be provided to CAPP annually or following the conclusion of the project's implementation, whichever occurs first.
- CAPP Administration reserves the right to contact relevant agency staff for more frequent, informal updates and reporting if necessary.
- Participating agencies agree to provide the District with all program cost and expense information as requested by the District.
- Any unspent CAPP Block Grant funds remaining after December 31, 2013 shall be returned to the District to fund competitive air pollution reduction projects.

Participating District Agency: _____

Agency Representative's Name: _____

Agency Representative's Title: _____

Agency Representative's Signature: _____

Date: _____

Clean Air Projects Program

a joint project of Great Basin Unified Air Pollution Control District and Los Angeles Department of Water & Power

Lisa Isaacs, Administrator
P.O. Box 100 – POB 331
Mammoth Lakes, CA 93546

2012 CAPP Block Grant Funding Request

BLOCK GRANT DETAILS	
District Agency: *Inyo County*	Total Block Grant Award: **$ 185,460**
Agency Contact: Jim Tatum	Project#: CAPP - 12 – B2
Mailing Address: PO Drawer Q	Funding Request Date:
City, State, Zip: Independence, CA 93526	
Phone #: 760-878-0208	
Email: jtatum@inyocounty.us	

BRIEF Project Description including Estimated Costs:

A series of CO2 emission reduction projects which will include the replacement of existing propane fired forced air fan units and hydronic boilers. Additional work other building envelope projects to reduce HVAC demands.

Total Amount Requested: $185,460

Block Grant Summary *to date*
Date:
CAPP Project #: CAPP – 12 – B2
Total Block Grant Award Amount: **$185,460**
Total Amount Previously Received: $ 0.00
Current Invoice: $ 185,460
Balance Forward: $

Remittance Details
Current Amount Requested: $
Check Payable To: County of Inyo
Mailing Address: **PO Drawer Q, Independence, CA 93526**

Agency Authorization

Certification: *I certify to the best of my knowledge that this funding request is correct and complete and all outlays are for purposes as set forth in the CAPP Block Grant Guidelines and Agreement.*

		CAPP / GBUAPCD Use Only	
Kevin Carunchio, County Administrative Officer *Name and Title of Authorized Agency Representative*		***Air District Payment Authorized by:*** Lisa Isaacs	
Signature	*Date*	*CAPP Administrator approval* Ted Schade	*Date*
		APCO approval	*Date*

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
23

FROM: Inyo County Road Department

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Inyo/Mono Snow Removal Agreement on upper and lower Rock Creek Roads

DEPARTMENTAL RECOMMENDATIONS:

1. The Road Department is recommending that your Board approve the MOU for snow removal on both upper and lower Rock Creek Roads and authorize the interim Public Works Director, Doug Wilson, to sign both agreements

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Road Department was contacted several years ago by Jeff Walters of Mono County Public Works Department about entering into a snow removal agreement on upper and lower Rock Creek Roads. Mono County would like to be able to remove snow on Inyo County's portion of these roads, in the event that the Inyo County Road Department has not been able to remove snow in a timely manner. These occasions might occur during unusually heavy snow years. The major benefit is for the residents of the Swall Meadows area. This agreement would allow them to be to access Hwy 395 as soon as possible. It is also a benefit to Inyo County as this allows Mono County residents that work, shop and do business in Inyo County to travel in a timely manner.

There is some concern by the Risk Manager, Marlena Baker, that there may not be enough mutual benefit to offset the potential risk that may be present by entering into this MOU.

ALTERNATIVES:

The Board could decide not to enter into this agreement but that is not recommended. While this agreement may be slightly more benfical to Mono County, it does allow residents to access Inyo County businesses, schools and other important places as soon as possible.

OTHER AGENCY INVOLVEMENT:

The Inyo County County Counsel

FINANCING:

No financial transactions because of this agreement.

APPROVALS

COUNTY COUNSEL: AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.)

Marlena C Approved: yes Date 12/10/12

AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12-12-12

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE COUNTY OF INYO GOVERNING MONO COUNTY'S PROVISION OF SNOW-REMOVAL SERVICES ON PORTIONS OF LOWER ROCK CREEK ROAD AND GORGE ROAD IN INYO COUNTY

WHEREAS, the County of Inyo maintains 1.5 miles of Lower Rock Creek Road extending south from the Inyo/Mono county line and 0.10-mile of Gorge Road from Lower Rock Creek Road to U.S. Highway 395; and

WHEREAS, from time to time snowfall accumulates on Lower Rock Creek Road and Gorge Road, which has the potential to create hazardous conditions for travelers; and

WHEREAS, Lower Rock Creek Road has a functional classification of major collector, which serves two communities in Mono County and is therefore assigned a Class 1 snow removal priority by Mono County, whereas it has been assigned a lower snow removal priority by Inyo County given its remote location; and

WHEREAS, the County of Mono removes snow on an as-needed basis from roads in its County Road System, including Lower Rock Creek Road to the Inyo/Mono county line, and is thus equipped and able to remove snow from the immediate vicinity of those Mono County roads, including portions of Lower Rock Creek Road and Gorge Road in Inyo County if necessary; and

WHEREAS, while in the vicinity when maintaining its own roads, Mono County can enable access to the traveling public in both counties by providing snow-removal services on Lower Rock Creek Road for 1.5 miles south of the Inyo/Mono county line and on Gorge Road from Lower Rock Creek Road to U.S. Highway 395, and Mono County believes such a service is in the public interest; and

WHEREAS, Inyo County wishes to allow Mono County's provision of snow removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line and for that reason enter into this Memorandum of Understanding (MOU).

NOW, THEREFORE, MONO COUNTY AND INYO COUNTY AGREE AS FOLLOWS:

1. In consideration of the promises made below, and subject to the terms of this MOU, Mono County agrees to plow snow from: a) the Inyo/Mono county line at Lower Rock Creek Road to Gorge Road, a distance of approximately 1.5 miles; and b) Gorge Road from its intersection with Lower Rock Creek Road to its intersection with U.S. Highway 395, a distance of approximately 0.10 mile. Mono County will plow these sections only in conjunction with snow-plowing activities on its own roads. Mono County will determine in its sole discretion when to plow its own roads and hence when to plow the above-described portions of Lower Rock Creek Road and Gorge Road in Inyo County.

2. Mono County shall hold harmless, defend and indemnify Inyo County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Mono County, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

3. Inyo County shall hold harmless, defend and indemnify Mono County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligence act or omission of Inyo County, except where caused by the active negligence or willful misconduct of Mono County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

4. This MOU shall take effect when it is signed by authorized representatives of Mono County and Inyo County. It shall remain in effect until terminated by Mono County or Inyo County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.

5. This MOU may be amended by a writing signed by authorized representatives of Mono County and Inyo County.

6. This MOU shall be administered on behalf of Mono County and Inyo County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mono County:

Jeff Walters, Director of Roads
Mono County Dept. of Public Works
Post Office Box 457
Bridgeport, California 93517
760.932.5440

Inyo County:

Doug Wilson, Interim Director
Inyo County Dept. of Public Works
Post Office Drawer Q
Independence, California 93526
760.878.0201

By the signatures of their authorized representatives appearing below, Mono County and Inyo County agree to perform and abide by the terms of this MOU.

Mono County

By: _____

Dated: _____

Inyo County

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: _____

Dated: _____

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____

Dated: _____

By: _____

Dated: _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO AND THE COUNTY OF INYO GOVERNING MONO COUNTY'S PROVISION OF SNOW-REMOVAL SERVICES ON PORTIONS OF ROCK CREEK ROAD

WHEREAS, the County of Inyo maintains 1.0 mile of Rock Creek Road from Inyo/Mono County line to Forest Service Road #6SO5; and

WHEREAS, from time to time snowfall accumulates on Rock Creek Road which may impede access to the traveling public; and

WHEREAS, the County of Mono removes snow on an as-needed basis from roads in its County Road System, including Rock Creek Road, near Forest Service Road # 6S05, during Spring and is thus equipped and able to remove snow from the immediate vicinity of those Mono County roads, including portions of Rock Creek Road in Inyo County if necessary; and

WHEREAS, while in the vicinity during Spring, when maintaining its own roads, Mono County can enable access to the traveling public in both counties by providing snow-removal services on Rock Creek Road for 1.0 mile from the Mono/Inyo county-line to the Forest Service Road #6SO5, and Mono County believes such a service is in the public interest; and

WHEREAS, Inyo County wishes to allow Mono County's provision of snow removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line, and Inyo County believes such a service is in the public interest;

WHEREAS, Mono County and Inyo County wish to memorialize their understandings with respect to Mono County's provision of snow-removal services when equipped and able to do so in the vicinity of the Mono/Inyo County line and for that reason enter into this Memorandum of Understanding (MOU).

NOW, THEREFORE, MONO COUNTY AND INYO COUNTY AGREE AS FOLLOWS:

1. In consideration of the promises made below, and subject to the terms of this MOU, Mono County agrees to plow snow from the Inyo/Mono county line at Rock Creek Road to Forest Service Road #6SO5 a distance of approximately 1.0 mile. Mono County will plow this section only in conjunction with Spring snow-plowing activities on its own roads. Mono County will determine in its

sole discretion when to plow its own roads and hence when to plow the above-described portions of Rock Creek Road in Inyo County.

2. Mono County shall hold harmless, defend and indemnify Inyo County, its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Mono County, except where caused by the active negligence or willful misconduct of Inyo County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

3. Inyo County shall hold harmless, defend and indemnify Mono County its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Inyo County, except where caused by the active negligence or willful misconduct of Mono County its officers, officials, employees and volunteers. This clause shall survive any termination or expiration of this MOU.

4. This MOU shall take effect when it is signed by authorized representatives of Mono County and Inyo County. It shall remain in effect until terminated by Mono County or Inyo County, which either may do, without cause or legal excuse, and without incurring any liability to the other party, by giving the other party 15 days' written notice of its intent to terminate the MOU.

5. This MOU may be amended by a writing signed by authorized representatives of Mono County and Inyo County.

6. This MOU shall be administered on behalf of Mono County and Inyo County by the following persons, to whom any notices or correspondence concerning the MOU shall be directed:

Mono County:

Jeff Walters, Director of Roads
Mono County Dept. of Public Works
Post Office Box 457
Bridgeport, California 93517
760.932.5440

Inyo County:

Ted Pedersen, Director
Inyo County Dept. of Public Works
Post Office Drawer Q
Independence, California 93526
760.878.0201

By the signatures of their authorized representatives appearing below, Mono County and Inyo County agree to perform and abide by the terms of this MOU.

Mono County

By: _____

Dated: _____

Inyo County

By: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: _____

Dated: _____

By: _____

Dated: _____

APPROVED FOR RISK MANAGEMENT:

By: _____
Dated: _____

By: _____
Dated: _____

For Clerk's Use Only:
AGENDA NUMBER

24

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: California Energy Commission Request for Comments Regarding Development of Grant Solicitation for Renewable Energy Planning

DEPARTMENTAL RECOMMENDATION: Authorize the Chair to sign correspondence to the California Energy Commission in response to the Request For Comments for the Solicitation of Renewable Energy Planning Grants

SUMMARY DISCUSSION: Assembly Bill 13 X1 (Perez, 2011) provided up to $7,000,000 for specified counties, including Inyo County, to update their General Plans and zoning ordinances to address renewable energy. Within the Desert Renewable Energy Conservation Plan[1] (DRECP) planning area, the Counties would have had to have participated in the DRECP. AB 1255 modified the requirements to also allow counties that enter into a memorandum of understanding (MOU) with the Energy Commission consistent with the DRECP planning agreement. Staff presented the draft MOU to the Board on November 6, 2012, and based on the direction provided, is analyzing the MOU and plans to work with DRECP staff to incorporate the Board's input.

The California Energy Commission (CEC) is developing a grant solicitation for renewable energy planning pursuant to this legislation, and has issued a Request for Comments to guide it in developing the solicitation (Attachment 2). Staff has prepared draft correspondence in response for the Board's consideration (Attachment 1).

***OTHER AGENCY INVOLVEMENT*:** CEC and other eligible entities for the grant.

ALTERNATIVES: The Board may consider the following alternatives:

- Direct changes to the correspondence.
- Do not submit correspondence.

***FINANCING*:** General funds are utilized to monitor State and federal planning efforts.

---

1 Refer to http://www.drecp.org/ for more information regarding the Plan and http://inyoplanning.org/RenewableNewPage.htm for previous correspondence and other materials published by the County regarding the DRECP.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)*
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

_____ Date: 12-12-12

Attachments:

1. Draft Correspondence
2. Request for Comments

December 18, 2012

California Energy Commission
Dockets Office, MS-4
Re: Docket No. 12-GREP-1
1516 Ninth Street
Sacramento, CA 95814-5512

Re: Request for Comments – Renewable Energy Planning Grants (12-GREP-1)

To Whom It May Concern:

On behalf of the Inyo County Board of Supervisors, thank you for inviting our input into development of the grant solicitation for renewable energy planning grants. As you may be aware, Inyo County developed a Renewable Energy Ordinance and Renewable Energy General Plan Amendment (REGPA), informed through our participation in the Renewable Energy Transmission Initiative. We strongly believe that appropriate renewable energy development is compatible with our environmental goals and can provide a benefit to local communities, and we look forward to continuing to work with the Energy Commission on the Desert Renewable Energy Conservation Plan and other planning initiatives in California and Nevada to meet State and national renewable energy goals.

Inyo County has a relatively small tax base, a large land base, and limited resources to allocate towards planning. We feel that this type of need should be taken into account in any grant solicitation.

As you may be aware, we were unable to implement our REGPA due to a lawsuit under the California Environmental Quality Act that we could not afford to litigate. Therefore, we suggest that the grant include as eligible planning tasks preparation of environmental documents, including environmental impact reports and related technical reports. We are considering applying for grant funds to complete work on our REGPA, and this support would be tremendously helpful.

Thank you again for continuing to include us in the Commission's renewable energy planning. We worked with many local, regional, State, and federal partners in development of our REGPA, and we plan to continue to do so if we proceed again. If you have any questions, please contact the County's Administrative Officer, Kevin Carunchio, at (760) 878-0292 or at kcarunchio@inyocounty.us.

Sincerely,

Marty Fortney, Chair
Inyo County Board of Supervisors

CALIFORNIA ENERGY COMMISSION
1516 Ninth Street
Sacramento, California 95814

Main website: www.energy.ca.gov

In the matter of,	)	Docket No. 12-GREP-1
	)	
Renewable Energy Planning Grants (AB x1 13)	)	REQUEST FOR COMMENTS
	)	
	)	

Request for Comments

The California Energy Commission is developing a competitive grant solicitation targeted to qualified counties in California to provide funding for the development or revision of rules and policies that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. This solicitation is being developed pursuant to Public Resources Code Section 25619. As part of developing the grant solicitation, the Energy Commission is seeking input from stakeholders on aspects of the grant solicitation. The Energy Commission is especially interested in hearing from qualified counties.

The Energy Commission requests that stakeholders review the attachment and provide answers to the questions listed at the end. Stakeholders are welcome to provide additional feedback concerning the development of the solicitation.

Written Comments

Comments should be submitted to the Dockets Unit by 5 p.m. on December 21, 2012. The Energy Commission encourages comments by e-mail. Please include your name and any organization name. Comments should be in a downloadable, searchable format such as Microsoft® Word (.doc) or Adobe® Acrobat® (.pdf). Please include the docket number 12-GREP-1 and include ***Renewable Energy Planning Grants*** in the subject line. Send comments to **docket@energy.ca.gov** and copy the technical lead staff at **Eli.Harland@energy.ca.gov**.

If you prefer, you may send a paper copy of your comments to:

California Energy Commission
Dockets Office, MS-4
Re: Docket No. 12-GREP-1
1516 Ninth Street
Sacramento, CA 95814-5512

Mail Lists: local-government, renewable, drecp, reti.

Attachment: Renewable Energy Planning Grants

As California's primary energy policy and planning agency, the Energy Commission recognizes the importance of partnerships with local governments to achieve the State's energy and conservation goals. The Energy Commission understands that local governments are experiencing pressure to process renewable energy development applications and face certain resource constraints. To assist local governments, the Energy Commission is implementing a grant program for qualified counties in the Mojave and Colorado deserts, and in the San Joaquin Valley.

Background: Section 5 of Assembly Bill x1 13 (Perez, Chapter 10, Statutes of 2011) adds Section 25619 to the Public Resources Code and directs the Energy Commission to provide up to $7 million in renewable energy planning grants to qualified counties. Section 25619 (d) specifies that the Energy Commission can only implement Section 25619 upon receiving an appropriation from the legislature from either the Renewable Resource Trust Fund (RRTF) or from the Energy Resources Programs Account (ERPA). The appropriation was made from the RRTF in the 2012 Budget Act (AB 1464, Blumenfield, Chapter 21, Statutes of 2012). The Energy Commission has until the end of the 2012-2013 fiscal year (June 30, 2013) to encumber the funds appropriated in the Budget Act and has until June 30, 2015 to liquidate the funds.

Goal: To make investments in the innovative development or revision of rules and policies, such as the development or revision of county planning and permitting processes, that facilitate the development of eligible renewable resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. Investments in developing or revising these rules and policies will contribute to meeting long-term energy and climate goals and provide local communities with resources to develop tools to accommodate renewable energy development. For counties in the Desert Renewable Energy Conservation Plan (DRECP) planning area or in the planning area of another natural community conservation plan, planning grants provide resources to counties for ensuring the protection of ecosystems through the successful implementation of the DRECP[1] or other applicable natural community conservation plan.

[1] California Executive Order S-14-08 requires the development of the DRECP, a multiagency conservation and planning document intended to guide solar and other renewable energy project siting in the Mojave and Colorado Deserts of California and provide for the conservation and management of certain species, habitats and natural communities that may be affected by those projects. The draft DRECP, when it is released in 2013, will be a detailed document that includes a draft natural community conservation plan under California's Natural Community Conservation Planning Act, a draft habitat conservation plan under the federal Endangered Species Act, a draft land use plan amendment under the Federal Land Policy and Management Act, and a draft joint environmental impact report (EIR)/environmental impact statement (EIS) under the California Environmental Quality Act and the National Environmental Policy Act.

Qualified Counties: Section 25619(a) identifies 15 qualified counties for renewable energy planning grants. Qualified counties are: Fresno, Imperial, Inyo, Kern, Kings, Los Angeles, Madera, Merced, Riverside, San Bernardino, San Diego, San Joaquin, San Luis Obispo,[2] Stanislaus, and Tulare.

The Energy Commission is restricted from awarding grant funds to qualified counties within the DRECP planning area,[3] unless a qualified county within the DRECP meets one of the following conditions:[4]

> ***Section 25619(b)(1)*** *The county is a "plan participant," as defined by paragraph (1) of subdivision (j) of Section 2805 of the Fish and Game Code, in the Desert Renewable Energy Conservation Plan.*[5]
>
> ***Section 25619(b)(2)*** *The county enters into a memorandum of understanding with the commission* [Energy Commission] *in which the county agrees to participate in the development of a natural community conservation plan for the purpose of ensuring that the natural community conservation plan can achieve the goals set forth in the planning agreement entered into pursuant to Section 2810 of the Fish and Game Code, that is dated May 2010, for the preparation of a natural community conservation plan, in a manner that is consistent with the applicable policies of the county.*

Planning Project Eligibility: Qualified counties can propose planning projects for the "development or revision of rules and policies, including, but not limited to, general plan elements, zoning ordinances, and a natural community conservation plan as a plan participant, that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources."[6] Section 25619(c) establishes the following two preferences that the Energy Commission must consider when making grant awards:

---

[2] Assembly Bill 2161 (Achadjian, Chapter 250, Statutes of 2012) amends Section 25619(a) and adds the County of San Luis Obispo to the list of qualified counties.

[3] Counties that are within the DRECP planning area are: Imperial, Inyo, Kern, Los Angeles, Riverside, San Bernardino, and San Diego.

[4] Assembly Bill 1255 (Perez, Chapter 601, Statutes of 2012) amended Section 25619(b) by adding subparagraphs (1) and (2), which describe conditions a qualified county within the DRECP plan area must meet before it may be granted an award from the Energy Commission.

[5] Section 2805(j)(1) of the Fish and Game Code states that prior to approval of a natural community conservation plan and execution of an implementation agreement, "plan participant" means a signatory to a natural community conservation plan's planning agreement. No counties have signed the DRECP planning agreement at this time.

[6] Section 399.12(e) of the Public Utilities Code defines an "eligible renewable energy resource" as an electrical generating facility that meets the definition of a "renewable electrical generation facility" in Section 25741 of the Public Resources Code with some restrictions listed in 399.12(e)(1) and (2). A renewable electrical generation facility must satisfy the criteria in Section 25741(a). To satisfy the definition of a "renewable electrical generation facility" under Section 25741, a facility must use biomass, solar thermal, photovoltaic, wind, geothermal, fuel cells using renewable fuels, small hydroelectric generation of 30 megawatts or less, digester gas, municipal solid waste conversion, landfill gas, ocean wave, ocean thermal, or tidal current, and any additions or enhancements to the facility using that technology.

- Preference for a grant to a qualified county in an amount that is adequate to develop a renewable energy element in its general plan that will facilitate the development and siting of eligible renewable energy resources that utilize multiple renewable energy technologies.

- Preference for a grant for those counties that have experience in geothermal energy development and have adopted a geothermal element, as defined in Section 25133, to its general plan.[7]

The Energy Commission's competitive grant solicitation will require an applicant to submit a Scope of Work that describes how the project(s) will develop or revise rules and policies that facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources. Possible projects may include, but are not limited to: the development of general plan elements, for example, general plan conservation or renewable energy elements; amendments to plan elements, for example, amending plan conservation or energy elements; land-use overlays/combining zones; zoning code amendments and/or updates; and, renewable energy ordinances.

The Energy Commission will evaluate and score grant proposals submitted by qualified counties. The scoring and ranking of grant proposals will follow specific criteria that the Energy Commission will include in the grant solicitation. The Energy Commission is especially interested in receiving grant applications that propose innovative policies and processes to develop or revise rules and policies that facilitate the development of eligible renewable resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources, and thereby advance California's renewable energy goals. In the evaluation of grant applications, the Energy Commission may consider the resource need demonstrated by qualified counties. Additionally, the Energy Commission may consider scoring criteria for proposals that include leveraging new and existing resources and proposals that develop new or build upon existing partnerships.

Timeframe: The Energy Commission tentatively plans to release the grant solicitation in the Winter/Spring of 2013 and announce awards in the Spring of 2013. A county that is awarded grant funds will have until June 30, 2015, approximately two years, to complete the project(s) outlined in their Scope of Work.

---

[7] Section 25133 of the Public Resources Code states that a "Geothermal element" means an element of a county general plan consisting of a statement of geothermal development policies, including a diagram or diagrams and text setting forth objectives, principles, standards, and plan proposals, including a discussion of environmental damages and identification of sensitive environmental areas, including unique wildlife habitat, scenic, residential, and recreational areas, adopted pursuant to Section 65303 of the Government Code. Of the 15 qualified counties, staff finds that Imperial County is the only county with a Geothermal Element that meets the definition of Section 25133.

Questions for Stakeholders: The Energy Commission is soliciting input from stakeholders to help inform the development of the grant solicitation that will implement Public Resources Code Section 25619. The Energy Commission is especially interested in receiving input from the qualified counties. Please respond to the following questions regarding the Energy Commissions renewable energy planning grant program. Stakeholders are also encouraged to submit responses that extend beyond the questions.

1) What are the renewable energy and natural resource conservation planning needs and priorities in the qualified counties?

2) What types of development or revision of rules and policies should be funded through this grant?

3) What barriers to implementation of the rules and policies do counties face? For example, resource, financial, and/or legal constraints.

4) How will the development or revision of rules and policies described in answers questions 1 and 2 facilitate the development of eligible renewable energy resources, and their associated electric transmission facilities, and the processing of permits for eligible renewable energy resources?

5) How much will the development or revision of rules and policies described in questions 1 and 2 cost and how long will it take to complete? Can the development or revision of these rules and policies be completed in phases if funding for such work and time to expend such funds is limited and what would that phasing look like?

6) How many renewable energy projects has your county permitted to date? What were the resource types, sizes, and scales of these projects, and how long were the permitting processes?

7) Do counties plan to work on revisions to rules and policies with regional partners? If so, what regional partners will you work with and what role will these partners play?

8) What criteria should the Energy Commission use to score and rank grant applications? Please offer specific criteria and the rationale/basis for such criteria.

9) Should the Energy Commission create two funds within this grant solicitation with one providing criteria and funding for counties in the DRECP and one providing criteria and funding outside of the DRECP? If so, how should the criteria and funding amounts for DRECP and non-DRECP counties differ? Should the funding be allocated competitively?

10) Public Resources Code Section 25619(b) allows the Energy Commission to allocate not more than 1 percent ($70,000) of the appropriated funds to provide training to county planning staff to facilitate the siting and permitting of eligible renewable energy resources. What type of training will benefit county planning staff the most?

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing
☐ Schedule time for ☐ Closed Session ☐ Informational

For Clerk's Use Only:
AGENDA NUMBER
25

FROM: Road Department

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Roadeater Workshop

DEPARTMENTAL RECOMMENDATIONS:

1. Hold a workshop to discuss the "Roadeater" flooding disaster of August 2012

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

The Inyo County Road Department would like to present a workshop to discuss the status of the roads that were affected by the August 2012 thunderstorms. Since the "Proclamation of Local Emergency" was declared, there has been a decision by Governor Jerry Brown not to sign a Governor's Proclamation. The Road Department would like to discuss how the county moves forward on the repair of these roads. This discussion would include costs, the ability of the Road Department to fix certain roads and other related issues.

ALTERNATIVES:

The Board could elect not to have the workshop. This is not recommended as this discussion is crucial to how the Road Department handles this disaster and potentially how it may handle these types of disasters in the future.

OTHER AGENCY INVOLVEMENT:

County Administrator's Office
County Counsel

FINANCING:

None required.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS (Must be reviewed and approved by County Counsel prior to submission to the board clerk.) Approved:_____ Date_____
AUDITOR/CONTROLLER	ACCOUNTING/FINANCE AND RELATED ITEMS (Must be reviewed and approved by the auditor/controller prior to submission to the board clerk.) Approved:_____ Date_____
PERSONNEL DIRECTOR	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) _____ Date: 12-12-12

For Clerk's Use Only:
AGENDA NUMBER

26

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Kevin D. Carunchio, County Administrator

FOR THE BOARD MEETING OF December 18, 2012

SUBJECT: Continuation of declaration of local emergency

DEPARTMENTAL RECOMMENDATION: - Request Board discuss and consider staff's recommendation regarding continuation of the local emergency, The Death Valley Roadeater Emergency, that resulted in flooding in the eastern portion of Inyo County during the month of August 2012, per Resolution #2012-32.

SUMMARY DISCUSSION: - During your August 28, 2012 Board of Supervisors meeting your Board took action to declare a local emergency, which has been named The Death Valley Roadeater Emergency, which was a result of flooding in the southeastern portion of Inyo County during the month of August. Since the circumstances and conditions relating to this emergency persist, your Board directed that the continuation of the declaration be considered on a by-weekly basis. The recommendation is that the emergency be continued until the further evaluation of the damage is completed and staff makes the recommendation to end the emergency.

ALTERNATIVES: N/A

OTHER AGENCY INVOLVEMENT: N/ A

FINANCING: N/A

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

27

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent X Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: County Administrator – Personnel / Integrated Waste Management

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Approval of job description for the position of Integrated Waste Management Program Superintendent and Senior Integrated Waste Management Program Superintendent, change in authorized staffing level in the Solid Waste Budget, and request to recruit for and fill position

DEPARTMENTAL RECOMMENDATION:

Request your Board:

(A) Approve the job description for Integrated Waste Management Program Superintendent and Senior Integrated Waste Management Program Superintendent; and,

(B) Delete one (1) Managing Landfill Engineer, Range 81 ($5,364 - $6,522) from the authorized staffing for the Solid Waste budget and add one (1) Integrated Waste Management Program Superintendent position, Range 78 ($4,997 - $6,074); and

(C) Find, consistent with the adopted Authorized Position Review Policy:

a. The funding for the position comes from a Non-General Fund department, as certified by the County Administrator and concurred with by the Auditor-Controller;
b. The vacancy could possibly be filled by internal candidates meeting the qualifications for the position, however, an open recruitment is appropriate to ensure the position is filled with the best qualified candidate; and,
c. Approve the hiring of an Integrated Waste Management Program Superintendent position, Range 78 ($4997 - $6074)

SUMMARY DISCUSSION:

The employee currently serving as a Managing Landfill Engineer for Integrated Waste Management has been appointed to a position as a Senior Civil Engineer in the Public Works department effective January 3, 2013.

Based on program experience, current needs in the Integrated Waste Management Program, and the historic challenges the County has experienced recruiting registered civil engineers (much less those with background in landfill engineering), the Managing Landfill Engineer job description should be r evised. The new job description for the Integrated Waste Management Program Superintendent and Senior Integrated Waste Management Program Superintendent clarifies that the position will have primary responsibility for all aspects of the County's Integrated Waste Management Program; with administrative supervision being supplied by the department head or deputy department head. In this respect, the position will function more like a division manager or the Road Superintendent position. Also, the position will no longer be dependent on recruiting a registered civil engineer, since a valid California Registration as a Civil Engineer is now only associated with the Senior Integrated Waste Management Program Superintendent position.

In addition to saving this recently cash-strapped budget salary and benefit costs, the new job description and requested change in authorized strength – from a Managing Landfill Engineer, Range 81 ($5,364 - $6,522) to an Integrated Waste Management Program Superintendent, Range 78 ($4,997 - $6,074) – should facilitate being able to successfully recruit for

the job. Filling this position is even more critical due to the current vacancies in the Deputy County Administrator and Integrated Waste Management Supervisor positions assigned to the Integrated Waste Management Program.

If the recruitment process results in identifying a qualified candidate possessing a valid California Registration as a Civil Engineer and/or more than or eight (8) years of solid waste facility operations and recycling program management with a demonstrated ability to utilize this experience (or Registration) to minimize the County's reliance on contracted professional consulting services, staff may return to the Board to request a change in the authorized staffing to a Senior Integrated Waste Management Program Superintendent position. Once the position is filled, staff will evaluate the disposition and need for the vacant Integrated Waste Management Supervisor position and report back to the Board with a recommendation.

ALTERNATIVES:

Your Board could choose not to create or authorize filling the position. The former alternative is not recommended because the new job description creates more flexibility, both in terms of recruiting and job responsibilities, that the current Managing Landfill Engineer job description. Additionally, the new job description combined with the change in authorized staffing will generate salary and benefit cost savings. Not filling the vacancy is not recommended because the two senior positions in the Integrated Waste Management Program are already vacant, and the ranking filled-position will become vacant in January.

OTHER AGENCY INVOLVEMENT:

The changes in the job description were developed in consultation with Environmental Health which works critically and closely with the Integrated Waste Management Program.

FINANCING:

Funding for this position exists in the Fiscal Year 2012-2013 Solid Waste budget.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 12/12/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved: ✓ Date 12.12.12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12.12.12
(The Original plus 20 copies of this document are required)

INYO COUNTY
PERSONNEL SERVICES
P. O. BOX 249
INDEPENDENCE, CA 93526

(760) 878-0377
FAX (760) 878-0465

AN EQUAL OPPORTUNITY EMPLOYER
(WOMEN, MINORITIES, AND DISABLED ARE ENCOURAGED TO APPLY)

ANNOUNCES AN **OPEN RECRUITMENT** FOR:

INTEGRATED WASTE MANAGEMENT PROGRAM SUPERINTENDENT

SENIOR INTERGRATED WASTE MANAGEMENT PROGRAM SUPERINTENDENT

DEPARTMENT:	County Administrator	
LOCATION:	Countywide	
SALARY:	Superintendent:	Range 78 $4997 $5242 $5509 $5784 $6074**
	Senior Superintendent:	Range 81 $5364 $5638 $5917 $6215 $6522**

** Plus 10% premium pay for possession of Certificate of Registration as a Professional Engineer

**(The above monthly salary will be paid over 26 pay periods annually.)

****BENEFITS:** CalPERS Retirement System: Existing ("Classic") CalPERS members as of January 1, 2013, (2% at 55) – employee contribution of 7% paid by Inyo County (EPMC reported as wages) and Inyo County pays employee contribution of 7% for current CalPERS members; New CalPERS members (2% at 62) will be required to pay at least 50% of normal cost. Medical Plan – Inyo County pays a portion of employee and dependent monthly premium on PERS Choice plan; 100% of employee and dependent monthly premium paid for dental and vision; $20,000 term life insurance policy on employee. Vacation – 10 days per year during the first three years; 15 days per year after three years; 1 additional day for each year of service after ten years to a maximum of 25 days per year. Sick leave – 15 days per year. Flex (personal days) – 5 days per fiscal year. Paid holidays – 11 per year.

DEFINITION: Under the administrative supervision of the Department Head, or Assistant or Deputy Department Head, plans, develops, organizes, administers and manages all aspects of the County's integrated waste management programs so as to maximize diversion of recyclable materials from County landfills; manages the County's permitted solid waste facilities to maintain compliance with all applicable State and Federal regulations; ensures the County's compliance with the Integrated Waste Management Act; minimizes the County's reliance on contracted professional consulting services for, but not limited to, regulatory compliance and reporting, hazardous waste, recycling, waste reduction and diversion, household hazardous waste programs, and landfill operations. Responsible for reviewing, developing, and implementing County codes, regulations, and policies pertaining to solid waste and recycling, and the private collection of solid waste and recyclables. May provide professional solid waste and landfill engineering assistance to the County waste management programs, and may be assigned engineering projects in other program areas.

DISTINGUISHING CHARACTERISTICS: The Senior Integrated Waste Management Program Superintendent is distinguished from the Integrated Waste Management Program Superintendent based on levels of experience and/or the possession of a valid California Registration as a Civil Engineer, with a corresponding demonstrated ability to utilize experience and/or Registration as a Civil Engineer to minimize the County's reliance on contracted professional consulting services as demonstrated by substantial cost savings to the County.

ESSENTIAL JOB DUTIES: Plans, directs and coordinates the day-to-day and long-range planning for, and operation of solid waste facilities to obtain maximum efficient utilization and regulatory compliance; plans, prepares, evaluates, and administers revisions and updates to the County Solid Waste Management Plan and other planning documents required under the Integrated Waste Management Act, as necessary; identifies, develops, implements, evaluates and, as necessary,

revises recycling and hazardous waste collection programs to maximize material diversion from landfills and fulfill the requirements of the Integrated Waste Management Act; interprets and assures compliance with State and Federal solid waste regulations and minimum operating standards; assures environmental monitoring systems are maintained and monitored, including systems for methane gas recovery, water monitoring, air quality testing, and dust control, and may design and oversee installation of such systems as required; prepares technical monitoring reports for submittal to the State and Federal regulatory agencies, and is familiar with the requirements of the California Environmental Quality Act; develops, implements and monitors the program budget and related fee schedules; prepares special and recurring reports; prepares and administers grant applications and resulting grants, proposals, requests for proposals/qualifications, and contracts; disseminates critical information to department personnel, other County departments, and external agencies; supervises all program personnel and consultants, oversees and ensures all program administrative functions are carried out; recommends and implements changes to existing County ordinances and departmental policies and procedures; represents the County to, and administers the regional agency formed with the City of Bishop for compliance with the Integrated Waste Management Act including developing, implementing, and updating related documents and programs.

Works with other County departments, including County Counsel, Public Works and Environmental Health to develop and amend solid and hazardous waste ordinances, and related fee schedules and permit systems, for presentation to the public and the Board of Supervisors; inspects the operation of landfill and transfer station operations to ensure compliance with regulatory minimum operating standards; reviews and performs advocacy related to legislative and regulatory proposals for effect on County operations; evaluates and makes recommendations and prepares various planning documents, closure plans, and site life calculations regarding the County Landfills; prepares and files reports to regulatory agencies as required in association with Solid Waste facility operations.

Prepares reports for submittal to the State Board of Equalization on a quarterly basis; prepares required reports pursuant to the California Integrated Waste Management Act for submittal to the State; makes presentations to the Board of Supervisors and represents the department in meetings with governmental agencies, professional, business and community organizations, and the public regarding integrated waste management issues (including proposed gate & disposal fee adjustments); assists in the development, implementation and enforcement of department policies and procedures; provides technical expertise and support for employees, residents, businesses and consultants; prepares a variety of periodic and special departmental reports for submittal to the various State and Federal regulatory agencies and prepares departmental correspondence.

EMPLOYMENT STANDARDS

Education/Experience: A bachelor's degree in civil engineering, environmental engineering, environmental science, public administration or a closely related field. Four (4) years of experience or education in civil engineering, or solid waste and recycling program management education and experience sufficient to demonstrate ability to excel in performing the duties of the position

Possession of a valid California Registration as a Civil Engineer issued by the California Board of Registration for Professional Engineers, or eight (8) years of solid waste facility operations and recycling program management required for the Senior Integrated Waste Management Program Superintendent position.

Knowledge of: Principles, practices, and methods of civil engineering as applied to the planning, designing, construction and operation of Landfills, Transfer Stations and related systems; methods, materials, and equipment used in Landfill construction and operations; principles, practices, and methods of solid waste management; principles, methods and regulations governing design and operation of solid waste facilities; principles and practices of recycling, resource recovery, public outreach, and source reduction; laws and regulations affecting solid waste facilities and related operations, including County ordinances, codes and related regulations; the California Integrated Waste Management Act; principles and practices of program management, including program and budget development and implementation, cost and management analysis, contract development and management, and employee supervision; principles of governmental accounting; governmental administrative practices and policies including personnel administration and budgeting; research methods; and, grant and contract administration practices;

Knowledge of the reporting formats for required plans and reports, including but not limited to: a Joint Technical Document (JTD), Landfill Closure/Post Closure Maintenance Plans, Report of Disposal Site Information (RDSI), Source Reduction and Recycling Element, Non-Disposal Facility Element, Siting Element, Subsurface Reports, Summary Disposal Reports, Countywide or Regional Integrated Waste Management Plans.

Ability to: Plan, design, and/or supervise the construction and operation of landfills and transfer stations; prepare/review accurate plans, specifications, cost estimates, and comprehensive engineering reports; establish and maintain project files and records, including financial records; identify, develop, implement, and evaluate recycling, source reduction and hazardous waste collection programs; prepare clear, concise and accurate reports; analyze complex problems, evaluating

alternatives, and making sound recommendations, and do so in a manner that minimizes costs to the County and its citizens; exercise sound independent judgment within general policy guidelines; successfully navigate ambiguity; develop effective working relationships with other department staff and County departments; work cooperatively with those contacted in the course of work. Ability to stand, sit, bend, squat, climb, kneel, twist, and lift and carry up to 50 pounds in the course of work.

Plan, organize, manage, supervise, and coordinate employees and consultants; prepare and manage budgets; develop and administer grant applications and contracts; interpret, analyze and apply pertinent federal, state and local laws, rules and regulations, policies and procedures; develop, implement and interpret goals, objectives, policies and procedure; represent the County effectively in meetings with others. Communicate clearly and concisely, both orally and in writing; interpret budgetary and financial statements; use computers effectively for word processing and records management.

Special requirements: Must possess a valid operator's license issued by the California Department of Motor Vehicles. Must successfully complete a pre-employment background investigation and physical examination.

SELECTION: Selection procedures will be determined by the number and qualifications of applicants and may include a qualification screening, written examination, computer skills exercise, and oral examination.

APPLICATION: Applications will be accepted until February 4, 2013. Must apply on Inyo County application form. A cover letter and/or resume will be accepted in addition to the application form but will not serve as a substitute for a completed application. **It is not acceptable to complete the application with statements like "See/Refer to Resume" or "See Attached".** Incomplete applications will not be processed. Applications may be faxed to meet the deadline—original application with original signature must be mailed.

THIS RECRUITMENT WILL ESTABLISH AN ELIGIBILITY LIST THAT MAY BE USED FOR ONE YEAR IN FILLING COUNTYWIDE VACANCIES THAT MAY OCCUR IN THIS JOB CLASSIFICATION AND SALARY RANGE.

REASONABLE ACCOMMODATION FOR INDIVIDUALS WITH QUALIFYING DISABILITIES: Inyo County will make reasonable efforts in the examination process on a case- basis to accommodate persons with disabilities. If you have special needs, please contact (760) 878-0295 prior to the examination process.

CITIZENSHIP/IMMIGRATION STATUS: Inyo County hires only U.S. citizens and lawfully authorized non-citizens in accordance with the Immigration Reform and Control Act of 1986.

The County of Inyo has work sites located throughout Inyo County in the Owens Valley (Independence, Bishop, Lone Pine, Big Pine, and Olancha) and the Death Valley area (Death Valley, Shoshone, and Tecopa). Positions are assigned to a work site based upon the needs of the County. The Department Head, on a case-by-case basis, may temporarily or permanently reassign positions to another work site as deemed necessary.

For Clerk's Use Only:
AGENDA NUMBER

28

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: CLERK OF THE BOARD
By: Patricia Gunsolley, Assistant Clerk of the Board

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Approval of Minutes

DEPARTMENTAL RECOMMENDATION: - Request approval the minutes of the Board of Supervisors Meetings of December 4, 2012.

SUMMARY DISCUSSION: - The Board is required to keep minutes of its proceedings. Once the Board has approved the minutes as requested, the minutes will be made available to the public via the County's web page at www.inyocounty.us.

ALTERNATIVES: - Staff awaits your Board's changes and/or corrections.

OTHER AGENCY INVOLVEMENT: - n/a

FINANCING: n/a

APPROVALS	
BUDGET OFFICER:	BUDGET AMENDMENTS *(Must be reviewed and approved by Budget Officer prior to being approved by others, as needed, and submission to the Assistant Clerk of the Board.)*
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the Assistant Clerk of the Board.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (M*ust be reviewed and approved by the auditor-controller prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS *(Must be reviewed and approved by the director of personnel services prior to submission to the Assistant Clerk of the Board.)* Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)_____ Date:_____
(The Original plus 20 copies of this document are required)

For Clerk's Use Only:
AGENDA NUMBER

29

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☒ Public Hearing

☒ Scheduled Time for 11:15 a.m. ☐ Closed Session ☐ Informational

FROM: Inyo County Planning Department and Planning Commission

FOR THE BOARD MEETING OF: December 18th, 2012

SUBJECT: Zone Reclassification No. 2012-05 (Inyo County) - Home Occupations and Cottage Food Operations (CFOs); update the Inyo County Code to allow as required by the California Home Food Act, AB 1616 and clarify Home Occupations as an accessory use in the Residential, Rural Residential, and Open Space zones.

DEPARTMENTAL RECOMMENDATION:

(1) Conduct a public hearing on an Ordinance of the Board of Supervisors of the County of Inyo, State of California, Amending Sections 18.30.050, 18.33.040, 18.36.060 and 18.78.130 of the Inyo County Code to clarify that home occupations are permitted as an accessory uses consistently in all Residential, Rural Residential and Open Space zones and amends the Home Occupations standards to be consistent with the California Home Foods Act and goals of the Inyo County General Plan; (2) Adopt the Resolution making certain findings with respect to and approving Zone Reclassification No. 2012-05 (Inyo County) - Home Occupations and Cottage Food Operations; (3) Waive the first reading of the Ordinance and Schedule the adoption of the Ordinance for January 8, 2012.

SUMMARY DISCUSSION:

On August 30, 2012 the California Assembly and Senate passed the California Home Food Act AB 1616. The intention of the legislature in enacting AB 1616 is to promote home food preparation businesses, referred to as Cottage Food Operations (CFOs), as an economic development tool and as a way to provide healthy food choices to low income and rural areas where access to fresh food and transportation opportunities can be limited. Staff has drafted a proposed ordinance to update the Inyo County Zoning Code's Title 18, Home Occupation language to comply with both the California Home Food Act AB 1616, and the County's General Plan. The changes to the Home Occupation language will apply to all Home Occupations and Home Occupations with be an accessory use in all of the Residential, Rural Residential and Open Space Zones (Please see Attachment A, for more detailed information).

PLANNING COMMISSION RECOMENDATION:

The Planning Commission reviewed the proposal at its regular December 5, 2012 meeting, and unanimously recommended approval. No substantive issues were raised.

ALTERNATIVES:

- Do NOT approve the requested actions.
- Consider the alternatives presented in Attachment A.
- Return to staff with direction

OTHER AGENCY INVOLVEMENT:

Inyo County Environmental Health Department

FINANCING:
Incremental costs will be incurred to implement the ordinance, which are expected to be minimal and can be absorbed by existing resources.

APPROVALS	
COUNTY COUNSEL: yes	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* 12/7/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)*
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.)

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received)

Date: 12-10-12

Attachments:

A. Planning Commission Staff Report
B. Resolution adopted by the Planning Commission December 5th, 2012.
C. Proposed Ordinance.

Planning Department
168 North Edwards Street
Post Office Drawer L
Independence, California 93526

Phone: (760) 878-0263
(760) 872-2706
FAX: (760) 878-0382
E-Mail: inyoplanning@inyocounty.us

AGENDA ITEM NO. 7 (Action Item – Public Hearing)

PLANNING COMMISSION MEETING DATE: **December 5, 2012**

SUBJECT: Zone Reclassification No. 2012-05 Inyo County Home Occupations and Cottage Food Operations (CFOs); update to allow as required by the California Home Food Act, AB 1616 and clarify Home Occupations as an accessory use in the R, RR, and OS zones.

EXECUTIVE SUMMARY

Staff has drafted a proposed ordinance to update the Inyo County Zoning Code's Title 18, Home Occupation language (18.78.130) to comply with the California Home Food Act AB 1616. This zoning text amendment is needed in order to implement AB 1616 by January 1, 2013 per State requirements.

PROJECT INFORMATION

Supervisorial District: County-wide

Applicants: Inyo County

Landowners: Multiple
Address/

Community: County-wide

A.P.N.: County-wide

Attachment A

Existing General Plan:	All Residential designations including: Residential Ranch (RR), Residential Estate (RE), Residential Rural Medium Density (RRM), Residential Rural High Density (RRH), Residential Rural Very Low Density (RVL), Residential Low Density (RL), Residential Medium Density (RM), Residential Medium High Density (RMH) and Residential High Density (RH) and Open Space and Recreation (OSR).
Existing Zoning:	All Residential, Rural Residential and Open Space designations including: One Family Residential (R1), Multifamily Residential (R2), Multiple Residential (R3), Rural Residential (RR), Starlite Estates (RR-0.5), Single Residence and Mobile Home Combined (RMH), and Open Space (OS).
Surrounding Land Use:	Various
Recommended Action:	**Adopt the attached Resolution, recommending that the Board of Supervisors:** **1.) Find the proposed project exempt from the requirements of the California Environmental Quality.** **2.) Make certain Findings with respect to, and approve, Zone Text Amendment ZTA/2012-05**
Alternatives:	1.) Recommend modifications to the proposal. 2.) Recommend denial. This is not recommended as AB 1616 requires the County to accommodate CFOs. 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding additional information and analysis needed.
Project Planner:	Cathreen Richards, Associate Planner

BACKGROUND

On August 30, 2012 the California Assembly and Senate passed the California Home Food Act AB 1616. The intention of the legislator in enacting AB 1616 is to promote

home food preparation businesses, referred to as Cottage Food Operations (CFOs), as an economic development tool and as a way to provide healthy food choices to low income and rural areas where access to fresh food and transportation opportunities can be limited.

AB 1616 allows for 'non-potentially hazardous' foods to be prepared and packaged at private homes for sale to consumers. These are foods that do not require refrigeration to keep them safe from bacterial growth. The California Department of Public Health has established an initial list of approved food categories on their website. This list will be kept up to date as any changes are made to it (please see page 13 of Attachment A for the initial list).

Sales are limited by AB 1616 to:

- $35,000 or less in gross sales in 2013;
- $45,000 or less in gross sales in 2014; and,
- $50,000 or less in gross sales in 2015 and beyond.

There are two classifications of CFOs:

- Class A: these are only allowed to engage in 'direct sales'. Direct sales include: sales out of a private home; sales at temporary events such as holiday bazaars, bake sales and food swaps; and, sales at farm stands, farmers markets and community supported agriculture subscriptions.
- Class B: these may conduct sales the same as Class A and in addition can make 'indirect sales' including: sales to a third party retailer, where the retailer purchases from the CFO and sells it to consumers; and, sales by a CFO to a retailer who then sells it to be consumed on the retailer's premises.

AB 1616 allows local jurisdictions several options to permit CFOs. These include:

- Outright permit a CFO on all residential property;
- Grant a non-discretionary permit to use a residence as any CFO that complies with local ordinances . . .; and,
- Require any CFO to apply for a permit to use a residence for its operation.

STAFF ANALYSIS

Currently the County's Zoning Code allows for Home Occupations as an accessory use (18.78.130, Attachment B), but much of its language is more restrictive than directed by AB 1616. AB 1616 states that CFOs can be allowed as a permitted use of residential properties for zoning purposes and it defines "private home" as a dwelling including apartments or leased space, where individuals reside. The current Home Occupation language does not comply with AB 1616 in that it does not allow for employment of anyone other than members of the resident family (18.78.130.A); AB 1616 states that a CFO can employ one full-time equivalent person beyond the resident family or household members. Current home occupation language restricts the generation of pedestrian and vehicular traffic greater than is 'normal' to the district (18.78.130.E); AB 1616 states that local government can classify a CFO as a permitted use on a residential property, require the CFO to first obtain a permit for its operation; or grant a non-discretionary permit to use a residence as any cottage food operation that complies with local ordinances

prescribing reasonable standards, restrictions, and requirements concerning spacing and concentration of traffic control, parking and noise control relating to those homes. Since the addition of a CFO can potentially affect the amount of traffic to and from residential dwellings, the 'normal' of the district could change, and therefore, creating a measureable limit to traffic generation may be necessary to meet the standards of AB 1616, while maintaining the integrity of residential neighborhoods. Currently, the Home Occupation language does not address the allowed hours of operation of a home business. This may also need to be updated to address the potential addition of traffic and activity to and from home businesses, with the goal of maintaining the integrity of residential neighborhoods. The current home occupation restrictions also include that only one room in a dwelling unit may be used (18.78.130.F); AB 1616 allows for the use of "registered or permitted areas" of a private home that include the kitchen used for preparation, packaging, storage or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

The actual permitting of a CFO will be conducted by the Environmental Health Department to ensure that health and safety rules are followed. The Environmental Health Department will also be responsible for any necessary future inspections. Classifying CFOs as permitted accessory uses, in the residential rural residential and open space zones; combining CFOs with all Home Occupations; and, adding the State's requirements for CFOs, as well as, restrictions on traffic and hours of operation will best serve those who wish to operate CFOs or any other allowed Home Occupations, as well as, those who live in the neighborhoods the Home Occupations operate.

As previously summarized, the County's Zoning Code lists Home Occupation as an accessory use in the RR, RR-Starlite, R3 and the OS zones, but is not listed as an accessory use in the R1, R2 or RMH zones, nor does it adequately address all of the new mandates set out by the State of California Homemade Food Act -AB 1616. In light of changes necessary for the County to comply with AB 1616, an update to the current Zoning Code, Home Occupations standards (18.78.130) and to the descriptions of R1, R2 and RMH zones allowing Home Occupations as accessory uses will need to be made.

As currently written, Home Occupation is not listed as an accessory use in the R1, R2 and RMH zones. It is, however, stated in 18.78.130 that Home Occupations are allowed in any 'R' district where certain limitations are met. Historically, staff has interpreted this to mean that R1, R2 and RMH do allow Home Occupations as accessory uses. To clarify, and make the language consistent between the listed accessory uses in the R1, R2 and RMH zones and 18.78.130, Home Occupations should to be added as an accessory use in the descriptions for the R1, R2 and RMH zones and 18.78.130 should include that Home Occupations are allowed in any R, RR and OS districts.

Staff has prepared a draft ordinance to update the Zoning Code to fully allow for the new standards as directed by AB 1616. Instead of applying this new language only to CFOs, it will apply to all Home Occupations. Home Occupations will remain an accessory use in

the Residential, Rural Residential and Open Space Zones to limit the potential impacts to the integrity of existing and future residential neighborhoods.

Inyo County Code (ICC) Section 18.78.130 states:

> "No home occupation shall be deemed to be or be permitted as an accessory use in any of the R districts which involves or requires any of the following:
>
> A. The employment of help other than members of the resident family;
> B. Any alternation of the residential character of the premises;
> C. Any outdoor storage or display of equipment, appliances, materials or supplies;
> D. Maintenance on the premises of any stock of goods for sale or rental which are not homemade;
> E. Generation of pedestrian or vehicular traffic greater than that normal to the district, or of offensive or objectionable noise, glare vibration odor or electrical disturbance;
> F. The use of more than one room in a dwelling unit, or the maintenance of an office open to the general public;
> G. Advertisement of the address of the property to attract customers, clients or the public to the premises. (Ord. 943 4 (part), 1994.)

As discussed previously, not all of the County's current Home Occupation language fully allows for CFO activities as directed by AB 1616. As such, this proposal will affect:

- 18.78.130.A, by allowing one full time equivalent employee that is not a member of the resident family or household;
- 18.78.130.E, by restricting vehicle trips to an average of 15 round trips per day and limiting the hours of operation for home occupations to 7:00 a.m. through 8:00 p.m.; and,
- 18.78.130.F, by allowing for the use of "registered or permitted areas" of a private home that include a kitchen used for preparation, packaging, storage or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

<u>General Plan Consistency</u>

The following General Plan references apply:

1. General Land Use Policy No. LU-1.9 states that the County shall ensure that land use regulations permit a wide range of home-based business in order to attract professionals to the County.

2. General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they

do not negatively impact the residential character of the neighborhood in which the activity takes place.

The proposed text amendments to the Zoning Code implement this policy, and are consistent with the General Plan.

Zoning Ordinance Consistency

ICC Section 18.03.020 states, in part, that it is necessary for the zoning ordinance to be consistent with the General Plan. As discussed above, the project implements the General Plan's direction, and therefore furthers the purposes of the zoning ordinance.

ICC Section 18.12. Open Space description states, in part, that its purpose is to provide a zone classification for those areas designated as open space by the county general plan to encourage the protection of mountainous, hilly upland, valley, agricultural, potential agricultural, fragile desert areas, and other mandated lands from fire, erosion, soil destruction, pollution and other detrimental effects of intensive land use activities; and protects and preserves the environmental resources, scenic, natural features, and open space character of the county, while also providing for agricultural development and protection of existing agricultural areas from urban development or residential subdivision; and to preserve agricultural areas open space around the more intensive urban areas of the county, while providing for compatible multiple use of nonagricultural lands which are principally held by federal and other public agencies. This project complies with the purpose of 18.12 as it will not cause disturbance to lands classified as open space by the county general plan as it only allows for the expansion of accessary uses within already built residential dwellings.

ICC Section 18.21. Rural Residential description states, in part, that is its intent and purpose to provide suitable areas and appropriate environments for low density, single family rural residential and estate type uses where certain agricultural activities can be successfully maintained in conjunction with residential uses on relatively large parcels. The RR (rural residential) zone is intended to be applied to the areas outside the urban communities of Inyo County which are without fully developed services and where individual residences are expected to be largely self-sustaining, particularly for water and sewage disposal. This project complies with 18.21 in that it can promote the sale of certain products created from agricultural activities, as well as other Home Occupations that can help individual residences be 'self-sustaining'.

ICC 18.22. Rural Residential-0.5-STARLITE ESTATES ZONE description states, in part, that its intention and purpose are to provide suitable areas and appropriate environments for low density, single-family rural residential uses, where certain agricultural activities can be successfully maintained in conjunction with residential uses. The RR (rural residential) 0.5 acre-Starlite Estates zone is intended to be applied to the area known as Starlite Estates and adjoining private lands which may be without fully developed services. This project complies with 18.22 in that it can promote the sale of

certain products created from agricultural activities, as well as other Home Occupations that can be maintained in conjunction with residential uses.

ICC 18.30 Residential One-family dwellings (R1)
The one-family residence district description, in part, states that is intended to protect established neighborhoods of one-family dwellings, and to provide space in suitable locations for additional development of this kind, with appropriate community facilities. This project complies with 18.30 as it provides for limitations on vehicle trips and hours of operation, while still allowing for Home Occupations in residential districts and does not limit the availability of space for additional development as it maintains Home Occupations as secondary uses to the primary residential use.

ICC 18.33 Multiple Residential (R2)
The medium-density multiple residence district description, in part, states that it is intended to protect established neighborhoods of such dwellings, and to provide space suitable in appropriate locations for additional housing developments of duplexes. This project complies with 18.33 as it provides for limitations on vehicle trips and hours of operation, while still allowing for Home Occupations in residential districts and does not limit the availability of space for additional development as it maintains Home Occupations as secondary uses to the primary residential use.

ICC 18.34 Multiple Residential (R3)
The Multiple Residential (R3) description states, in part, that its purpose is to provide a zone classification for those areas designated for multiple residential developments beyond that permitted by the R-2 zoning district. It is intended to provide locations for multiple-housing developments such as apartments, townhouses, condominiums and mobil home parks. This project complies with 18.34 as it provides for limitations on vehicle trips and hours of operation, while still allowing for Home Occupations in residential districts and does not limit the availability of space for additional development as it maintains Home Occupations as secondary uses to the primary residential use.

ICC 18.36 Single Residence or Mobile Home Combined (RMH)
The single residence and mobilehome combined district description states, in part, that its intention is to protect established neighborhoods of one-family dwellings (dwelling includes in its definition a mobilehome), and to provide space in suitable locations for additional development of this kind, with appropriate community facilities. This project complies with 18.36 as it provides for limitations on vehicle trips and hours of operation, while still allowing for Home Occupations in residential districts and does not limit the availability of space for additional development as it maintains Home Occupations as secondary uses to the primary residential use.

In General
Home Occupations can enhance economic development in the County by providing a means for citizens to prepare and sell goods and/or services from home, as well as, allow for some limited employment opportunities. It can also make access to fresh foods and certain services easier for many of the County's rural residents. With the proposed text

amendments to the Home Occupation language, the integrity of residential neighborhoods can be maintained, while still supporting Home Occupations.

Development Standards

Staff proposes no changes to the existing development standards in the Residential, Rural Residential and Open Space Zones. These standards are appropriate for new development where a Home Occupation may be subsequently created as the residential character must be maintained and the Home Occupation must be secondary to the primary residential use.

Alternatives

While creating the proposal, staff considered a number of issues, which are discussed below. The Commission and/or the Board may consider these when making their decisions.

1. ***Not changing the R1, R2 and RMH zones to include Home Occupation as an accessory use*** – this is an inconsistency in the current Zoning Code as staff cannot find a reason why home occupations are listed as accessory uses in RR, RR-Starlite, R3 and the OS zones, but not in R1, R2 and RMH. Also, AB 1616 clearly states that "A city, county or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwelling . . ."

2. ***Addressing CFOs separately in the Zoning Code and not including the same provisions for all Home Occupations as those for CFOs.*** – This option seemed unfair and unnecessary as most home occupations will not alter the residential character of neighborhoods any more than a CFO will. In light of the fact that the State has made allowing CFOs in residential areas mandatory and with a mandatory set of standards, it was deemed by staff to beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs.

3. ***Permitting Home Occupations outright*** – this option would weaken the residential use as primary. It is the intent of the General Plan to allow home occupations (small scale commercial activities and uses), but only when they do not negatively impact the residential character of the neighborhood in which the activity takes place. Keeping Home Occupation as an accessory use will help keep the commercial activities secondary to the residential.

4. ***Requiring a Conditional Use Permit for CFOs*** – This option would give the County more flexibility to determine where and at what level Home Occupations can operate, but it would be expensive and more burdensome for the applicants. It is, in part, the intent of AB 1616 to encourage small home businesses as an economic development tool and it provides direction for keeping permitting costs transparent and affordable. Adding the costs of a Conditional Use Permit may make it too difficult for some who want to start a home business, but have very little start-up money.

5. ***Not amending 18.78.130.A to include allowing one full time equivalent employee that is not a resident family or household member*** – this would be in direct conflict with AB 1616 that clearly states that that a CFO can employ one full-time equivalent person beyond the resident family or household members, and staff deemed it beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs.

6. ***Not amending 18.78.130.E to provide language restricting vehicle trips and hours of operation*** – This option would severely affect the ability of the County to restrict commercial activities in residential areas. And in turn, would be counter to the General Plan that clearly states that the County shall encourage home occupations, but only when they do not negatively impact the residential character of the neighborhood in which the activity takes place.

7. ***Amending 18.78.130.E to provide language restricting vehicle trips and hours of operation to more or less than is proposed*** – staff has proposed an average of 15-round trips per day (this means the trip to and from the home occupation). This is based on a staff review of what other jurisdictions throughout the country have used for trip limitations on Home Occupations. Staff found that these numbers varied greatly from 20-round trips to three-round trips per day. In keeping with the intent of AB 1616 of promoting CFOs, and incorporating a number used fairly frequently by other jurisdictions, staff is proposing 15-round trips per day. Staff is also proposing that Home Occupations can operate between 7:00 a.m. and 8:00 p.m. These hours were established to keep the potential noises generated from Home Occupations outside of the generally accepted neighborhood 'quiet hours'.

8. ***Amending 18.78.130.E to provide language that requires parking and noise restrictions*** – since staff is already proposing limitations on vehicle trips, parking and noise requirements seem unnecessary. Parking standards are already included in each of the Residential, Rural Residential, and Open Space districts. In each of these districts two off-street spaces are required for each dwelling unit. This, along with on-street parking, should be adequate for potential, additional, vehicles visiting a residence for Home Occupation goods and services. The current County code does not include quantifiable noise limitations, and therefore, staff found it inconsistent to add noise restrictions to Home Occupations. Staff also believes that the restrictions on vehicle trips, inherently restricts potential noise.

9. ***Not amending 19.78.130.F*** – this would be in direct conflict with AB 1616 that clearly allows for the use of "registered or permitted areas" of a private home that include the kitchen used for preparation, packaging, storage or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage, and staff deemed it beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs.

ENVIRONMENTAL REVIEW

Pursuant to the California Environmental Quality Act (CEQA), the proposal is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and,
Pursuant to the California Environmental Quality Act (CEQA), this proposal falls into the Categorical Exemption Class 1 Existing Facilities (15301). 15301 Existing Facilities Class 1 states: "Class 1 consists of the operation, repair, maintenance, permitting, leasing licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical feature, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. . . . The key consideration is whether the project involves negligible or no expansion of existing use."

RECOMMENDATIONS

Staff recommends adoption of the attached Resolution that recommends the Board of Supervisors consider the Zone Text Amendment, and make certain findings, and adopt the proposed ordinance, amending the ICC to include:

Recommended Findings

1. This proposed ordinance is covered by the General Rule 15061(b)(3)
   (Evidence: the proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Amending the language to clarify that Home Occupations are permitted as an accessory use in the Residential, Rural Residential, and Open Space Zones and updating the Home Occupation language to comply with AB 1616 will not have a significant effect on the environment as it does not provide for additional development and it keeps Home Occupations as secondary uses to existing residential uses.)

2. Subsequent projects once this ordinance is in effect will fall into the Categorical Exemption Class 1 Existing Facilities (15301).
   (Evidence: projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Home Occupations will remain an accessory use in the Residential, Rural Residential, and Open Space Zones, and will involve negligible or no expansion of an existing use proposal falls into the Categorical Exemption Class 1 Existing Facilities (15301) and a Notice of Exemption should be filed.)

3. Based on substantial evidence in the record, the proposed Zoning text Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

(Evidence: The County's General Plan clearly states, in Policy No. LU-2.17, that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place. The proposed new language directly addresses the potential negative impacts to the residential character of the neighborhood in which the activity takes place, by restricting vehicle trips and hours of operation.)

4. Based on substantial evidence in the record, the proposed Zoning text Amendment is consistent with Title 18 (Zoning Ordinance of Inyo County Code). *(Evidence: amending the descriptions of R1, R2 and RMH to include listing Home Occupations as an accessory use will make the descriptions consistent with 18.78.130 and do not change the intent or purpose of them as described within Title 18. The amendments will update the conditions in which Home Occupations may operate, and keep Home Occupations as accessory uses. The character of residential neighborhoods will not be directly affected by these amendments and therefore the amendments will not affect the intent of Title 18 to direct certain types of land uses to specific areas within the County.)*

ATTACHMENTS

A. California Homemade Food Act, AB 1616 (Gatto).
B. ICC 18.78.130 Home Occupations.
C. Draft proposed resolution.
D. Draft proposed ordinance.

Prepared By:

Cathreen Richards,
Associate Planner

Approved By:

Josh Hart, AICP,
Planning Director, Inyo County Planning Department

Attachment A

Assembly Bill No. 1616

CHAPTER 415

An act to add Chapter 6.1 (commencing with Section 51035) to Part 1 of Division 1 of Title 5 of the Government Code, and to amend Sections 109947, 110050, 110460, 111955, 113789, 113851, 114021, 114023, 114390, 114405, and 114409 of, to add Sections 113758 and 114088 to, and to add Chapter 11.5 (commencing with Section 114365) to Part 7 of Division 104 of, the Health and Safety Code, relating to food safety.

[Approved by Governor September 21, 2012. Filed Secretary of State September 21, 2012.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1616, Gatto. Food safety: cottage food operations.

Existing law, the Sherman Food, Drug, and Cosmetic Law (Sherman Law), requires the State Department of Public Health to regulate the manufacture, sale, labeling, and advertising activities related to food, drugs, devices, and cosmetics in conformity with the Federal Food, Drug, and Cosmetic Act. The Sherman Law makes it unlawful to manufacture, sell, deliver, hold, or offer for sale any food that is misbranded. Food is misbranded if its labeling does not conform to specified federal labeling requirements regarding nutrition, nutrient content or health claims, and food allergens. Violation of this law is a misdemeanor.

The existing California Retail Food Code provides for the regulation of health and sanitation standards for retail food facilities, as defined, by the State Department of Public Health. Under existing law, local health agencies are primarily responsible for enforcing the California Retail Food Code. That law exempts private homes from the definition of a food facility, and prohibits food stored or prepared in a private home from being used or offered for sale in a food facility. That law also requires food that is offered for human consumption to be honestly presented, as specified. A violation of these provisions is a misdemeanor.

This bill would include a cottage food operation, as defined, that is registered or has a permit within the private home exemption of the California Retail Food Code. The bill would also exclude a cottage food operation from specified food processing establishment and Sherman Law requirements. This bill would require a cottage food operation to meet specified requirements relating to training, sanitation, preparation, labeling, and permissible types of sales and would subject a cottage food operation to inspections under specified circumstances. The bill would require a food facility that serves a cottage food product without packaging or labeling to identify it as homemade. The bill would establish various zoning and permit requirements relating to cottage food operations.

This bill would incorporate additional changes in Section 113789 of the Health and Safety Code, proposed by AB 2297, to be operative only if AB 2297 and this bill are both chaptered and become effective January 1, 2013, and this bill is chaptered last.

By imposing duties on local officials and adding new crimes, this bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that with regard to certain mandates no reimbursement is required by this act for a specified reason.

With regard to any other mandates, this bill would provide that, if the Commission on State Mandates determines that the bill contains costs so mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

DIGEST KEY

Vote: MAJORITY Appropriation: NO Fiscal Committee: YES Local Program: YES

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

The Legislature finds and declares all of the following:

(a) Small businesses have played an important role in helping slow economies recover and prosper as an engine of job creation. During the 1990s, small businesses created the majority of new jobs and now account for 65 percent of United States employment.

(b) California, and the United States as a whole, are facing growing obesity and obesity-related disease epidemics.

(1) Two-thirds of American adults and nearly one-third of children and teens are obese or overweight, placing them at risk for developing chronic diseases such as diabetes, heart disease, and cancer.

(2) One in every nine California children, one in three teens, and over half of adults are already overweight or obese. This epidemic affects virtually all Californians.

(3) These health conditions are preventable and curable through lifestyle choices that include consumption of healthy fresh foods.

(c) For decades, low-income and rural communities have faced limited opportunities to purchase healthy foods. Often, without cars or convenient public transportation options, low-income residents in these areas must rely for much of their shopping on expensive, fatty, processed foods sold at convenience and corner stores.

(d) There is a growing movement in California to support community-based food production, sometimes referred to as "cottage food," "artisanal food," "slow food," "locally based food," or "urban agriculture" movements. These movements seek to connect food to local communities, small businesses, and environmental sustainability.

(e) Increased opportunities for entrepreneur development through microenterprises can help to supplement household incomes, prevent poverty and hunger, and strengthen local economies.

(f) At least 32 other states have passed laws that allow small business entrepreneurs to use their home kitchens to prepare, for sale, foods that are not potentially hazardous.

(g) Even some bake sales are currently illegal in California.

(h) It is the intent of the Legislature to enact a homemade food act specifically designed to help address these challenges and opportunities.

SEC. 2.

Chapter 6.1 (commencing with Section 51035) is added to Part 1 of Division 1 of Title 5 of the Government Code, to read:

CHAPTER 6.1. Cottage Food Operations

51035.

(a) A city, county, or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwellings, but shall do one of the following:

(1) Classify a cottage food operation as a permitted use of residential property for zoning purposes.

(2) Grant a nondiscretionary permit to use a residence as any cottage food operation that complies with local ordinances prescribing reasonable standards, restrictions, and requirements concerning spacing and concentration, traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The permit issued pursuant to this paragraph shall be granted by the zoning administrator, or if there is no zoning administrator, by the person or persons designated by the planning agency to grant these permits, upon the certification without a hearing.

(3) Require any cottage food operation to apply for a permit to use a residence for its operation. The zoning administrator, or if there is no zoning administrator, the person or persons designated by the planning agency to handle the use permits, shall review and decide the applications. The use permit shall be granted if the cottage food operation complies with local ordinances, if any, prescribing reasonable standards, restrictions, and requirements concerning the following factors: spacing and concentration,

traffic control, parking, and noise control relating to those homes. Any noise standards shall be consistent with local noise ordinances implementing the noise element of the general plan. The local government shall process any required permit as economically as possible. Fees charged for review shall not exceed the costs of the review and permit process. An applicant may request a verification of fees, and the city, county, or city and county shall provide the applicant with a written breakdown within 45 days of the request. The application form for cottage food operation permits shall include a statement of the applicant's right to request the written fee verification.

(b) In connection with any action taken pursuant to paragraph (2) or (3) of subdivision (a), a city, county, or city and county shall do all of the following:

(1) Upon the request of an applicant, provide a list of the permits and fees that are required by the city, county, or city and county, including information about other permits that may be required by other departments in the city, county, or city and county, or by other public agencies. The city, county, or city and county shall, upon request of any applicant, also provide information about the anticipated length of time for reviewing and processing the permit application.

(2) Upon the request of an applicant, provide information on the breakdown of any individual fees charged in connection with the issuance of the permit.

(3) If a deposit is required to cover the cost of the permit, provide information to the applicant about the estimated final cost to the applicant of the permit, and procedures for receiving a refund from the portion of the deposit not used.

(c) Use of a residence for the purposes of a cottage food operation shall not constitute a change of occupancy for purposes of the State Housing Law (Part 1.5 (commencing with Section 17910) of Division 13 of the Health and Safety Code), or for purposes of local building and fire codes.

(d) Cottage food operations shall be considered residences for the purposes of the State Uniform Building Standards Code and local building and fire codes.

SEC. 3.

Section 109947 of the Health and Safety Code is amended to read:

109947.

"Food processing facility" means any facility operated for the purposes of manufacturing, packing, or holding processed food. Food processing facility does not include a food facility as defined in Section 113785, a cottage food operation that is registered or has a permit pursuant to Section 114365, or any facility exclusively storing, handling, or processing dried beans.

SEC. 4.

Section 110050 of the Health and Safety Code is amended to read:

110050.

The Food Safety Fund is hereby created as a special fund in the State Treasury. All moneys collected by the department under subdivision (c) of Section 110466 and Sections 110470, 110471, 110485, 114365, 114365.6, 111130, and 113717, and under Article 7 (commencing with Section 110810) of Chapter 5 shall be deposited in the fund, for use by the department, upon appropriation by the Legislature, for the purposes of providing funds necessary to carry out and implement the inspection provisions of this part relating to food, licensing, inspection, enforcement, and other provisions of Article 12 (commencing with Section 111070) relating to water, the provisions relating to education and training in the prevention of microbial contamination pursuant to Section 110485, and the registration provisions of Article 7 (commencing with Section 110810) of Chapter 5, and to carry out and implement the provisions of the California Retail Food Code (Part 7 (commencing with Section 113700) of Division 104).

SEC. 5.

Section 110460 of the Health and Safety Code is amended to read:

110460.

No person shall engage in the manufacture, packing, or holding of any processed food in this state unless the person has a valid registration from the department, except those engaged exclusively in the storing, handling, or processing of dried beans. The registration shall be valid for one calendar year from the date of issue, unless it is revoked. The registration shall not be transferable. This section shall not apply to a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 6.

Section 111955 of the Health and Safety Code is amended to read:

111955.
"Food processing establishment," as used in this chapter, shall mean any room, building, or place or portion thereof, maintained, used, or operated for the purpose of commercially storing, packaging, making, cooking, mixing, processing, bottling, canning, packing, slaughtering, or otherwise preparing or handling food except restaurants. "Food processing establishment" shall not include a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 7.

Section 113758 is added to the Health and Safety Code, to read:

113758.
(a) "Cottage food operation" means an enterprise that has not more than the amount in gross annual sales that is specified in this subdivision, is operated by a cottage food operator, and has not more than one full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator, within the registered or permitted area of a private home where the cottage food operator resides and where cottage food products are prepared or packaged for direct, indirect, or direct and indirect sale to consumers pursuant to this part. In 2013, the enterprise shall not have more than thirty-five thousand dollar ($35,000) in gross annual sales in the calendar year. In 2014, the enterprise shall not have more than forty-five thousand dollars ($45,000) in gross annual sales in the calendar year. Commencing in 2015, and each subsequent year thereafter, the enterprise shall not have more than fifty thousand dollars ($50,000) in gross annual sales in the calendar year. A cottage food operation includes both of the following:

(1) A "Class A" cottage food operation, which is a cottage food operation that may engage only in direct sales of cottage food products from the cottage food operation or other direct sales venues described in paragraph (4) of subdivision (b).

(2) A "Class B" cottage food operation, which is a cottage food operation that may engage in both direct sales and indirect sales of cottage food products from the cottage food operation, from direct sales venues described in paragraph (4) of subdivision (b), from offsite events, or from a third-party retail food facility described in paragraph (5) of subdivision (b).

(b) For purposes of this section, the following definitions shall apply:

(1) "Cottage food employee" means an individual, paid or volunteer, who is involved in the preparation, packaging, handling, and storage of a cottage food product, or otherwise works for the cottage food operation. An employee does not include an immediate family member or household member of the cottage food operator.

(2) "Cottage food operator" means an individual who operates a cottage food operation in his or her private home and is the owner of the cottage food operation.

(3) "Cottage food products" means nonpotentially hazardous foods, including foods that are described in Section 114365.5 and that are prepared for sale in the kitchen of a cottage food operation.

(4) "Direct sale" means a transaction between a cottage food operation operator and a consumer, where the consumer purchases the cottage food product directly from the cottage food operation. Direct sales include, but are not limited to, transactions at holiday bazaars or other temporary events, such as bake sales or food swaps, transactions at farm stands, certified farmers' markets, or through community-supported agriculture subscriptions, and transactions occurring in person in the cottage food operation.

(5) "Indirect sale" means an interaction between a cottage food operation, a third-party retailer, and a consumer, where the consumer purchases cottage food products made by the cottage food operation from a third-party retailer that holds a valid permit issued pursuant to Section 114381. Indirect sales include, but are not limited to, sales made to retail shops or to retail food facilities where food may be immediately consumed on the premises.

(6) "Private home" means a dwelling, including an apartment or other leased space, where individuals reside.

(7) "Registered or permitted area" means the portion of a private home that contains the private home's kitchen used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage.

SEC. 8.

Section 113789 of the Health and Safety Code is amended to read:

113789.

(a) "Food facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) "Food facility" includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities.

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers' markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(c) "Food facility" does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.

(6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.

(7) A commercial food processing plant as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

SEC. 8.5.

Section 113789 of the Health and Safety Code is amended to read:

113789.

(a) "Food facility" means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level, including, but not limited to, the following:

(1) An operation where food is consumed on or off the premises, regardless of whether there is a charge for the food.

(2) Any place used in conjunction with the operations described in this subdivision, including, but not limited to, storage facilities for food-related utensils, equipment, and materials.

(b) "Food facility" includes permanent and nonpermanent food facilities, including, but not limited to, the following:

(1) Public and private school cafeterias.

(2) Restricted food service facilities.

(3) Licensed health care facilities, except as provided in paragraph (13) of subdivision (c).

(4) Commissaries.

(5) Mobile food facilities.

(6) Mobile support units.

(7) Temporary food facilities.

(8) Vending machines.

(9) Certified farmers' markets, for purposes of permitting and enforcement pursuant to Section 114370.

(10) Farm stands, for purposes of permitting and enforcement pursuant to Section 114375.

(c) "Food facility" does not include any of the following:

(1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.

(2) A private home, including a cottage food operation that is registered or has a permit pursuant to Section 114365.

(3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.

(4) A for-profit entity that gives or sells food at an event that occurs not more than three days in a 90-day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.

(5) Premises set aside for wine tasting, as that term is used in Section 23356.1 of the Business and Professions Code and in the regulations adopted pursuant to that section, that comply with Section 118375, regardless of whether there is a charge for the wine tasting, if no other beverage, except for bottles of wine and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption and no food, except for crackers, is served.

(6) Premises operated by a producer, selling or offering for sale only whole produce grown by the producer, or shell eggs, or both, provided the sales are conducted on premises controlled by the producer.

(7) A commercial food processing plant as defined in Section 111955.

(8) A child day care facility, as defined in Section 1596.750.

(9) A community care facility, as defined in Section 1502.

(10) A residential care facility for the elderly, as defined in Section 1569.2.

(11) A residential care facility for the chronically ill, which has the same meaning as a residential care facility, as defined in Section 1568.01.

(12) Premises set aside by a beer manufacturer, as defined in Section 25000.2 of the Business and Professions Code, that comply with Section 118375, for the purposes of beer tasting, regardless of whether there is a charge for the beer tasting, if no other beverage, except for beer and prepackaged nonpotentially hazardous beverages, is offered for sale for onsite consumption, and no food, except for crackers or pretzels, is served.

(13) (A) An intermediate care facility for the developmentally disabled, as defined in subdivisions (e), (h), and (m) of Section 1250, with a capacity of six beds or fewer.

(B) A facility described in subparagraph (A) shall report any foodborne illness or outbreak to the local health department and to the State Department of Public Health within 24 hours of the illness or outbreak.

SEC. 9.

Section 113851 of the Health and Safety Code is amended to read:

113851.

(a) "Permit" means the document issued by the enforcement agency that authorizes a person to operate a food facility or cottage food operation.

(b) "Registration" shall have the same meaning as permit for purposes of implementation and enforcement of this part.

SEC. 10.

Section 114021 of the Health and Safety Code is amended to read:

114021.

(a) Food shall be obtained from sources that comply with all applicable laws.

(b) Food stored or prepared in a private home shall not be used or offered for sale in a food facility, unless that food is prepared by a cottage food operation that is registered or has a permit pursuant to Section 114365.

SEC. 11.

Section 114023 of the Health and Safety Code is amended to read:

114023.

Food in a hermetically sealed container shall be obtained from a food processing plant that is regulated by the food regulatory agency that has jurisdiction over the plant, or from a cottage food operation that produces jams, jellies, and preserves and that is registered or has a permit pursuant to Section 114365.

SEC. 12.

Section 114088 is added to the Health and Safety Code, to read:

114088.

A cottage food product, as defined in Section 113758, that is served by a food facility without packaging or labeling, as described in Section 114365, shall be identified to the consumer as homemade on the menu, menu board, or other location that would reasonably inform a consumer of its homemade status.

SEC. 13.

Chapter 11.5 (commencing with Section 114365) is added to Part 7 of Division 104 of the Health and Safety Code, to read:

CHAPTER 11.5. Cottage Food Operations
114365.

(a) (1) (A) A "Class A" cottage food operation shall not be open for business unless it is registered with the local enforcement agency and has submitted a completed, self-certification checklist approved by the local enforcement agency. The self-certification checklist shall verify that the cottage food operation conforms to this chapter, including the following requirements:

(i) No cottage food preparation, packaging, or handling may occur in the home kitchen concurrent with any other domestic activities, such as family meal preparation, dishwashing, clothes washing or ironing, kitchen cleaning, or guest entertainment.

(ii) No infants, small children, or pets may be in the home kitchen during the preparation, packaging, or handling of any cottage food products.

(iii) Kitchen equipment and utensils used to produce cottage food products shall be clean and maintained in a good state of repair.

(iv) All food contact surfaces, equipment, and utensils used for the preparation, packaging, or handling of any cottage food products shall be washed, rinsed, and sanitized before each use.

(v) All food preparation and food and equipment storage areas shall be maintained free of rodents and insects.

(vi) Smoking shall be prohibited in the portion of a private home used for the preparation, packaging, storage, or handling of cottage food products and related ingredients or equipment, or both, while cottage food products are being prepared, packaged, stored, or handled.

(B) (i) The department shall post the requirements described in subparagraph (A) on its Internet Web site.

(ii) The local enforcement agency shall issue a registration number to a "Class A" cottage food operation that meets the requirements of subparagraph (A).

(C) (i) Except as provided in (ii), a "Class A" cottage food operation shall not be subject to initial or routine inspections.

(ii) For purposes of determining compliance with this chapter, a representative of a local enforcement agency may access, for inspection purposes, the registered area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adultered or otherwise unsafe food has been produced by the cottage food operation or that the cottage food operation has violated this chapter.

(iii) Access under this subparagraph is limited to the registered area and solely for the purpose of enforcing or administering this chapter.

(iv) A local enforcement agency may seek recovery from a "Class A" cottage food operation of an amount that does not exceed the local enforcement agency's reasonable costs of inspecting the "Class A" cottage food operation for compliance with this chapter, if the "Class A" cottage food operation is found to be in violation of this chapter.

(2) (A) A "Class B" cottage food operation shall not be open for business unless it obtains a permit from the local enforcement agency in a manner approved by the local enforcement agency to engage in the direct and indirect sale of cottage food products.

(B) (i) A "Class B" cottage food operation shall comply with the requirements described in clauses (i) to (vi), inclusive, of subparagraph (A) of paragraph (1) in addition to the other requirements of this chapter.

(ii) The local enforcement agency shall issue a permit number after an initial inspection has determined that the proposed "Class B" cottage food operation and its method of operation conform to this chapter.

(C) Except as provided in this subparagraph, a "Class B" cottage food operation shall not be subject to more than one inspection per year by the local enforcement agency.

(i) For purposes of determining compliance with this chapter, a representative of a local enforcement agency, for inspection purposes, may access the permitted area of a private home where a cottage food operation is located only if the representative has, on the basis of a consumer complaint, reason to suspect that adulterated or otherwise unsafe food has been produced by the cottage food operation, or that the cottage food operation has violated this chapter.

(ii) Access under this subparagraph is limited to the permitted area and solely for the purpose of enforcing or administering this chapter.

(D) (i) A "Class B" cottage food operation shall be authorized to engage in the indirect sales of cottage food products within the county in which the "Class B" cottage food operation is permitted.

(ii) A county may agree to allow a "Class B" cottage food operation permitted in another county to engage in the indirect sales of cottage food products in the county.

(b) A registration or permit, once issued, is nontransferable. A registration or permit shall be valid only for the person, location, type of food sales, and distribution activity specified by that registration or permit, and, unless suspended or revoked for cause, for the time period indicated.

114365.2.

A cottage food operation that is registered or has a permit issued pursuant to Section 114365 shall be considered a restricted food service facility for purposes of, and subject to, Sections 113953.3, 114259.5, 114285, and 114286. A cottage food operation that is registered or has a permit also shall be subject to Sections 113967, 113973, 113980, 114259.5, 114405, 114407, 114409, 114411, and 114413, and to all of the following requirements:

(a) A person with a contagious illness shall refrain from work in the registered or permitted area of the cottage food operation.

(b) A person involved in the preparation or packaging of cottage food products shall keep his or her hands and exposed portions of his or her arms clean and shall wash his or her hands before any food preparation or packaging activity in a cottage food operation.

(c) Water used during the preparation of cottage food products shall meet the potable drinking water standards described in Section 113869, except that a cottage food operation shall not be required to have an indirect sewer connection. Water used during the preparation of cottage food products includes all of the following:

(1) The washing, sanitizing, and drying of any equipment used in the preparation of a cottage food product.

(2) The washing, sanitizing, and drying of hands and arms.

(3) Water used as an ingredient.

(d) A person who prepares or packages cottage food products shall complete a food processor course instructed by the department to protect the public health within three months of becoming registered. The course shall not exceed four hours in length. The department shall work with the local enforcement agency to ensure that cottage food operators are properly notified of the location, date, and time of the classes offered.

(e) A cottage food operation shall properly label all cottage food products in compliance with the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Sec. 343 et seq.). Additionally, to the extent permitted by federal law, the label shall include, but is not limited to, all of the following:

(1) The words "Made in a Home Kitchen" in 12-point type on the cottage food product's primary display panel.

(2) The name commonly used for the food product or an adequately descriptive name.

(3) The name of the cottage food operation which produced the cottage food product.

(4) The registration or permit number of the "Class A" or "Class B" cottage food operation, respectively, which produced the cottage food product and, in the case of a "Class B" cottage food operation, the name of the county of the local enforcement agency that issued the permit number.

(5) The ingredients of the cottage food product, in descending order of predominance by weight, if the product contains two or more ingredients.

114365.5.

(a) The department shall adopt and post on its Internet Web site a list of not potentially hazardous foods and their ethnic variations that are approved for sale by a cottage food operation. A cottage food product shall not be potentially hazardous food, as defined in Section 113871.

(b) This list of nonpotentially hazardous foods shall include, but not be limited to, all of the following:

(1) Baked goods without cream, custard, or meat fillings, such as breads, biscuits, churros, cookies, pastries, and tortillas.

(2) Candy, such as brittle and toffee.

(3) Chocolate-covered nonperishable foods, such as nuts and dried fruit.

(4) Dried fruit.

(5) Dried pasta.

(6) Dry baking mixes.

(7) Fruit pies, fruit empanadas, and fruit tamales.

(8) Granola, cereals, and trail mixes.

(9) Herb blends and dried mole paste.

(10) Honey and sweet sorghum syrup.

(11) Jams, jellies, preserves, and fruit butter that comply with the standard described in Part 150 of Title 21 of the Code of Federal Regulations.

(12) Nut mixes and nut butters.

(13) Popcorn.

(14) Vinegar and mustard.

(15) Roasted coffee and dried tea.

(16) Waffle cones and pizelles.

(c) (1) The State Public Health Officer may add or delete food products to or from the list described in subdivision (b), which shall be known as the approved food products list. Notice of any change to the approved food products list shall be posted on the department's cottage food program Internet Web site, to also be known as the program Internet Web site for purposes of this chapter. Any change to the approved food products list shall become effective 30 days after the notice is posted. The notice shall state the reason for the change, the authority for the change, and the nature of the change. The notice will provide an opportunity for written comment by indicating the address to which to submit the comment and the deadline by which the comment is required to be received by the department. The address to which the comment is to be submitted may be an electronic site. The notice shall allow at least 20 calendar days for comments to be submitted. The department shall consider all comments submitted before the due date. The department may withdraw the proposed change at any time by notification on the program Internet Web site or through notification by other electronic means. The approved food products list described in subdivision (b), and any updates to the list, shall not be subject to the administrative rulemaking requirements of Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code.

(2) The State Public Health Officer shall not remove any items from the approved food products list unless the State Public Health Officer also posts information on the program Internet Web site explaining the basis upon which the removed food item has been determined to be potentially hazardous.

114365.6.
(a) The State Public Health Officer shall provide technical assistance, and develop, maintain, and deliver commodity-specific training related to the safe processing and packaging of cottage food products to local enforcement agencies.

(b) Local enforcement agencies may collect a surcharge fee in addition to any permit fees collected for "Class B" cottage food operations. The surcharge fee shall not exceed the reasonable costs that the department incurs through the administration of the training described in subdivision (a) to protect the public health. The surcharge fees collected shall be transmitted to the department in a manner established by the department to be deposited in the Food Safety Fund. The department shall use the surcharge fees only to develop and deliver the training described in subdivision (a) to local enforcement agency personnel on an ongoing basis.

SEC. 14.
Section 114390 of the Health and Safety Code is amended to read:

114390.
(a) Enforcement officers shall enforce this part and all regulations adopted pursuant to this part.

(b) (1) For purposes of enforcement, any authorized enforcement officer may, during the facility's hours of operation and other reasonable times, enter, inspect, issue citations to, and secure any sample, photographs, or other evidence from a food facility, cottage food operation, or any facility suspected of being a food facility or cottage food operation, or a vehicle transporting food to or from a retail food facility, when the vehicle is stationary at an agricultural inspection station, a border crossing, or at any food facility under the jurisdiction of the enforcement agency, or upon the request of an incident commander.

(2) If a food facility is operating under an HACCP plan, the enforcement officer may, for the purpose of determining compliance with the plan, secure as evidence any documents, or copies of documents, relating to the facility's adherence to the HACCP plan. Inspection may, for the purpose of determining compliance with this part, include any record, file, paper, process, HACCP plan, invoice, or receipt bearing on whether food, equipment, or utensils are in violation of this part.

(c) Notwithstanding subdivision (a), an employee may refuse entry to an enforcement officer who is unable to present official identification showing the enforcement officer's picture and enforcement agency name. In the absence of the identification card, a business card showing the enforcement agency's name plus a picture identification card such as a driver's license shall meet this requirement.

(d) It is a violation of this part for any person to refuse to permit entry or inspection, the taking of samples or other evidence, access to copy any record as authorized by this part, to conceal any samples or evidence, withhold evidence concerning them, or interfere with the performance of the duties of an enforcement officer, including making verbal or physical threats or sexual or discriminatory harassment.

(e) A written report of the inspection shall be made and a copy shall be supplied or mailed to the owner, manager, or operator of the food facility.

SEC. 15.

Section 114405 of the Health and Safety Code is amended to read:

114405.

(a) A permit may be suspended or revoked by a local enforcement officer for a violation of this part. Any food facility or cottage food operation for which the permit has been suspended shall close and remain closed until the permit has been reinstated. Any food facility or cottage food operation for which the permit has been revoked shall close and remain closed until a new permit has been issued.

(b) Whenever a local enforcement officer finds that a food facility or cottage food operation is not in compliance with the requirements of this part, a written notice to comply shall be issued to the permitholder. If the permitholder fails to comply, the local enforcement officer shall issue to the permitholder a notice setting forth the acts or omissions with which the permitholder is charged, and informing him or her of a right to a hearing, if requested, to show cause why the permit should not be suspended or revoked. A written request for a hearing shall be made by the permitholder within 15 calendar days after receipt of the notice. A failure to request a hearing within 15 calendar days after receipt of the notice shall be deemed a waiver of the right to a hearing. When circumstances warrant, the hearing officer may order a hearing at any reasonable time within this 15-day period to expedite the permit suspension or revocation process.

(c) The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. Upon written request of the permitholder, the hearing officer may postpone any hearing date, if circumstances warrant the action.

SEC. 16.

Section 114409 of the Health and Safety Code is amended to read:

114409.

(a) If any imminent health hazard is found, unless the hazard is immediately corrected, an enforcement officer may temporarily suspend the permit and order the food facility or cottage food operation immediately closed.

(b) Whenever a permit is suspended as the result of an imminent health hazard, the enforcement officer shall issue to the permitholder a notice setting forth the acts or omissions with which the permitholder is charged, specifying the pertinent code section, and informing the permitholder of the right to a hearing.

(c) At any time within 15 calendar days after service of a notice pursuant to subdivision (b), the permitholder may request in writing a hearing before a hearing officer to show cause why the permit suspension is not warranted. The hearing shall be held within 15 calendar days of the receipt of a request for a hearing. A failure to request a hearing within 15 calendar days shall be deemed a waiver of the right to a hearing.

SEC. 17.

Section 8.5 of this bill incorporates amendments to Section 113789 of the Health and Safety Code proposed by both this bill and Assembly Bill 2297. It shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2013, (2) each bill amends Section 113789 of the Health and Safety Code, and (3) this bill is enacted after Assembly Bill 2297, in which case Section 8 of this bill shall not become operative.

SEC. 18.

No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution for certain costs that may be incurred by a local agency or school district because, in that regard, this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIIIB of the California Constitution.

However, if the Commission on State Mandates determines that this act contains other costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Attachment B

18.78.130 Home occupations.

No home occupation shall be deemed to be or be permitted as an accessory use in any R district which involves or requires any of the following:

A. The employment of help other than members of the resident family;

B. Any alteration in the residential character of the premises;

C. Any outdoor storage or display of equipment, appliances, materials or supplies;

D. Maintenance on the premises of any stock of goods for sale or rental which are not homemade;

E. Generation of pedestrian or vehicular traffic greater than that normal to the district, or of offensive or objectionable noise, glare, vibration, odor or electrical disturbance;

F. The use of more than one room in a dwelling unit, or the maintenance of an office open to the general public;

G. Advertisement of the address of the property to attract customers, clients or the public to the premises. (Ord. 943 § 4 (part), 1994.)

Attachment C

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2012-05 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Home Occupations will remain an accessory use in the Residential, Rural Residential, and Open Space Zones, and will involve negligible or no expansion of an existing use; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 5, 2012, to review and consider a request for approval of Zone Text Amendment No. 2012-05, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, Home Occupation is allowed as an accessory use in the RR, RR-Starlite, R3 and OS zones and AB 1616 states that "A city, county or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwelling . . ."; and

WHEREAS, the County's current zoning code does not list home occupations as an accessory use in the R1, R2 and RMH zones, but does, however, state in 18.78.130 that Home Occupations are allowed in any 'R' district where certain limitations are met, and historically, staff has interpreted this to mean that R1, R2 and RMH do allow Home Occupations as accessory uses, and to clarify and make the language consistent between the listed accessory uses in the R1, R2 and RMH zones and 18.78.130, a text amendment

should be made to the descriptions of R1, R2 and RMH zones adding Home Occupations as an accessory use; and

WHEREAS, General Plan Land Use Policy No. LU-1.9 states that the County shall ensure that land use regulations permit a wide range of home-based business in order to attract professionals to the County; and

WHEREAS, General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place; and

WHEREAS, allowing different standards for CFOs than other Home Occupations is unfair and unnecessary as most home occupations will not alter the residential character of neighborhoods any more than a CFO will; and

WHEREAS, text amendments to the Home Occupation standards in all of the County's Residential, Rural Residential and Open Space zoning designations should be amended to comply with AB 1616 and to protect the character of residential neighborhoods; and

WHEREAS, since AB 1616 states that that a CFO can employ one full-time equivalent person beyond the resident family or household members, and it is beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs, 18.78.130.A of the ICC should be amended to include allowing one full time equivalent employee that is not a resident family or household member; and

WHEREAS, as General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place, 18.78.130.E of the ICC should be amended to provide language restricting the number of vehicle trips to 15 round trips per day and limiting the hours of operation to between 7:00 a.m. and 8:00 p.m.; and

WHEREAS, since AB 1616 allows the use of "registered or permitted areas" of a private home that include the kitchen used for preparation, packaging, storage or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage, and it is beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs, 18.78.130.F should be amended to allow for the use of more than one room in a dwelling unit for a Home Occupation; and

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, amendments to three zoning districts Residential One-Family (R1), Multifamily Residential (R2) and Single Residence and Mobil Home Combined (RMH), to allow Home Occupations as accessory uses are necessary to make the language consistent between them and 18.78.130, which already states that Home Occupations are allowed in any 'R' district where certain limitations are met; and

WHEREAS, text amendments to the Home Occupation standards in all of the County's Residential and Open Space Zoning designations should be amended to comply with AB 1616 and General Plan Land Use Policies No. LU-1.9 and LU-2.17 by encouraging home occupations, while protecting the character of residential neighborhoods; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the December 5, 2012, hearing, including the Planning Department Staff Report, this Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

2. Projects subsequent to this ordinance will fall into the Categorical Exemption Class 1: Existing Facilities (15301) and a Notice of Exemption should be filed.

3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Amendments to Residential One-Family (R1), Multifamily Residential (R2) and Single Residence and Mobil Home Combined (RMH) based

on all of the information in the public record and on recommendation of the Planning Commission.

2. Approve the Amendments to the Home Occupation standards in all of the County's Residential, Rural Residential and Open Space Zoning designations based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED this 5th day of December, 2012, by the following vote of the Inyo County Planning Commission:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
William Stoll, Chair
Inyo County Planning Commission

ATTEST:

Josh Hart, AICP, Planning Director

By _____
Nolan Bobroff,
Secretary of the Commission

Attachment D

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.30.050, 18.33.040, 18.36.060, and 18.78.130 OF THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Purpose/Authority.

The purpose of this ordinance is to amend sections to the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to clarify that home occupations are permitted as an accessory use consistently in all Residential, Rural Residential and Open Space Zones and to amend the Home Occupation standards to be consistent with both the California Home Foods Act – AB 1616 and goals of the Inyo County General Plan LU-2.17. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction.

SECTION TWO. Amendment of Section 18.78.130 HOME OCCUPATIONS. First paragraph is amended to read: No home occupation shall be deemed to be or be permitted as an accessory use in the Residential (R), Rural Residential (RR) or Open Spaces (OS) districts, which involves or requires any of the following:

SECTION THREE. Amendment of Section 18.78.130.A of the County Code to allow one full time equivalent employee that is not a resident family or household member.

Section 18.78.130.A is amended read as follows:

The employment of more than one full time one full time equivalent employee that is not a resident family or household member;

SECTION FOUR. Amendment of Section Amendment of Section 18.78.130.E of the County Code to limit the number of vehicle trips and hours of operation of a Home Occupation.

Section 18.78.130.E is amended to read as follows:

Generation of vehicular traffic that exceeds 15 round trips per day to the Home Occupation and any hours of operation that are not between 7:00 a.m. and 8:00 p.m., or activities that generate objectionable noise, glare, vibration, odor or electrical disturbance;

SECTION FIVE. Amendment of Section Amendment of Section 18.78.130.F of the County Code to allow for the use of more than one room in a dwelling unit.

18.78.130.F is amended to read as follows:

Use of rooms that are not directly needed for the preparation, packaging, storage or handling of products and related ingredients or equipment, or both, or rooms within the home that are not used exclusively for storage for the specific Home Occupation;

SECTION SIX. Amendment of Section 18.30.050 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.30.050 is amended to include the following Subsection H after Subsection G:

H. Home occupations complying with the provisions of Chapter 18.78

SECTION SEVEN. Amendment of Section 18.33.040 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.33.040 is amended to include the following Subsection G, after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION EIGHT. Amendment of Section 18.36.060 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.36.060 is amended to include the following Subsection G after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION NINE. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION TEN. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this XXX day of XXX 2012, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marty Fortney, Chairperson

ATTEST: Kevin Carrunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant

RESOLUTION NO. 2012-04

A RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF INYO, STATE OF CALIFORNIA, RECOMMENDING THAT THE BOARD OF SUPERVISORS FIND THE PROPOSED PROJECT EXEMPT FROM THE REQUIREMENTS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TO MAKE CERTAIN FINDINGS WITH RESPECT TO AND APPROVE ZONE TEXT AMENDMENT NO. 2012-05 INYO COUNTY

WHEREAS, the Inyo County Board of Supervisors, through Inyo County Code (ICC) Section 15.12.040, has designated the Planning Commission to serve as the Environmental Review Board pursuant to Section 15022 of the California Environmental Quality Act (CEQA) Guidelines, which is responsible for the environmental review of all County projects; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA), the proposed ordinance is covered by the General Rule 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, projects subsequent to this ordinance will be pursuant to CEQA Guidelines Section 15301 Existing Facilities Class 1, as Home Occupations will remain an accessory use in the Residential, Rural Residential, and Open Space Zones, and will involve negligible or no expansion of an existing use; and

WHEREAS, the Inyo County Planning Commission held a public hearing on December 5, 2012, to review and consider a request for approval of Zone Text Amendment No. 2012-05, and considered the staff report for the project and all oral and written comments regarding the proposal; and

WHEREAS, Home Occupation is allowed as an accessory use in the RR, RR-Starlite, R3 and OS zones and AB 1616 states that "A city, county or city and county shall not prohibit a cottage food operation, as defined in Section 113758 of the Health and Safety Code, in any residential dwelling . . ."; and

WHEREAS, the County's current zoning code does not list home occupations as an accessory use in the R1, R2 and RMH zones, but does, however, state in 18.78.130 that Home Occupations are allowed in any 'R' district where certain limitations are met, and historically, staff has interpreted this to mean that R1, R2 and RMH do allow Home Occupations as accessory uses, and to clarify and make the language consistent between the listed accessory uses in the R1, R2 and RMH zones and 18.78.130, a text amendment

should be made to the descriptions of R1, R2 and RMH zones adding Home Occupations as an accessory use; and

WHEREAS, General Plan Land Use Policy No. LU-1.9 states that the County shall ensure that land use regulations permit a wide range of home-based business in order to attract professionals to the County; and

WHEREAS, General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place; and

WHEREAS, allowing different standards for CFOs than other Home Occupations is unfair and unnecessary as most home occupations will not alter the residential character of neighborhoods any more than a CFO will; and

WHEREAS, text amendments to the Home Occupation standards in all of the County's Residential, Rural Residential and Open Space zoning designations should be amended to comply with AB 1616 and to protect the character of residential neighborhoods; and

WHEREAS, since AB 1616 states that that a CFO can employ one full-time equivalent person beyond the resident family or household members, and it is beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs, 18.78.130.A of the ICC should be amended to include allowing one full time equivalent employee that is not a resident family or household member; and

WHEREAS, as General Plan Land Use Policy No. LU-2.17 states that the County shall encourage home occupations (small scale commercial activities and uses). Such commercial activities and uses located in residential areas shall be permitted only when they do not negatively impact the residential character of the neighborhood in which the activity takes place, 18.78.130.E of the ICC should be amended to provide language restricting the number of vehicle trips to 15 round trips per day and limiting the hours of operation to between 7:00 a.m. and 8:00 p.m.; and

WHEREAS, since AB 1616 allows the use of "registered or permitted areas" of a private home that include the kitchen used for preparation, packaging, storage or handling of cottage food products and related ingredients or equipment, or both, and attached rooms within the home that are used exclusively for storage, and it is beneficial and fair to allow the same latitude for all home occupations, along with the same standards set by the State for CFOs, 18.78.130.F should be amended to allow for the use of more than one room in a dwelling unit for a Home Occupation; and

WHEREAS, ICC Section 18.03.020 in part states that it is necessary for the zoning ordinance to be consistent with the General Plan; and

WHEREAS, amendments to three zoning districts Residential One-Family (R1), Multifamily Residential (R2) and Single Residence and Mobil Home Combined (RMH), to allow Home Occupations as accessory uses are necessary to make the language consistent between them and 18.78.130, which already states that Home Occupations are allowed in any 'R' district where certain limitations are met; and

WHEREAS, text amendments to the Home Occupation standards in all of the County's Residential and Open Space Zoning designations should be amended to comply with AB 1616 and General Plan Land Use Policies No. LU-1.9 and LU-2.17 by encouraging home occupations, while protecting the character of residential neighborhoods; and

NOW, THEREFORE, BE IT HEREBY RESOLVED, that based on all of the written and oral comment and input received at the December 5, 2012, hearing, including the Planning Department Staff Report, this Planning Commission makes the following findings regarding the proposal and hereby recommends that the Board of Supervisors adopt the following findings for the proposed project:

RECOMMENDED FINDINGS

1. The proposed ordinance is covered by the General Rule 15061(b)(3) that states CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

2. Projects subsequent to this ordinance will fall into the Categorical Exemption Class 1: Existing Facilities (15301) and a Notice of Exemption should be filed.

3. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with the Goals and Policies of the Inyo County General Plan.

4. Based on substantial evidence in the record, the proposed Zoning Ordinance Amendment is consistent with Title 18 (Zoning Ordinance) of the Inyo County Code.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the Board of Supervisors take the following actions:

RECOMMENDED ACTIONS

1. Approve the Amendments to Residential One-Family (R1), Multifamily Residential (R2) and Single Residence and Mobil Home Combined (RMH) based

on all of the information in the public record and on recommendation of the Planning Commission.

2. Approve the Amendments to the Home Occupation standards in all of the County's Residential, Rural Residential and Open Space Zoning designations based on all of the information in the public record and on recommendation of the Planning Commission.

PASSED AND ADOPTED this 5th day of December, 2012, by the following vote of the Inyo County Planning Commission:

AYES: Stoll, Wasson, Payne, Little, Corner
NOES:
ABSTAIN:
ABSENT:

William Stoll, Chair
Inyo County Planning Commission

ATTEST:

Josh Hart, AICP, Planning Director

By _____
Nolan Bobroff,
Secretary of the Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, AMENDING SECTIONS 18.30.050, 18.33.040, 18.36.060, and 18.78.130 OF THE INYO COUNTY CODE.

The Board of Supervisors of the County of Inyo ordains as follows:

SECTION ONE. Purpose/Authority.

The purpose of this ordinance is to amend sections to the County Zoning Ordinance, set forth in Title 18 of the Inyo County Code, to clarify that home occupations are permitted as an accessory use consistently in all Residential, Rural Residential and Open Space Zones and to amend the Home Occupation standards to be consistent with both the California Home Foods Act – AB 1616 and goals of the Inyo County General Plan LU-2.17. This ordinance is enacted pursuant to the authority given this Board of Supervisors by the California Planning and Zoning Law, set forth in Government Code 65000 et seq., which authorizes a county to enact ordinances governing the uses of land within its jurisdiction.

SECTION TWO. Amendment of Section 18.78.130 HOME OCCUPATIONS. First paragraph is amended to read: No home occupation shall be deemed to be or be permitted as an accessory use in the Residential (R), Rural Residential (RR) or Open Spaces (OS) districts, which involves or requires any of the following:

SECTION THREE. Amendment of Section 18.78.130.A of the County Code to allow one full time equivalent employee that is not a resident family or household member.

Section 18.78.130.A is amended read as follows:

The employment of more than one full time one full time equivalent employee that is not a resident family or household member;

SECTION FOUR. Amendment of Section 18.78.130.E of the County Code to limit the number of vehicle trips and hours of operation of a Home Occupation.

Section 18.78.130.E is amended to read as follows:

Generation of vehicular traffic that exceeds 15 round trips per day to the Home Occupation and any hours of operation that are not between 7:00 a.m. and 8:00 p.m., or activities that generate objectionable noise, glare, vibration, odor or electrical disturbance;

Attachment C

SECTION FIVE. Amendment of Section 18.78.130.F of the County Code to allow for the use of more than one room in a dwelling unit.

18.78.130.F is amended to read as follows:

Use of rooms that are not directly needed for the preparation, packaging, storage or handling of products and related ingredients or equipment, or both, or rooms within the home that are not used exclusively for storage for the specific Home Occupation;

SECTION SIX. Amendment of Section 18.30.050 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.30.050 is amended to include the following Subsection H after Subsection G:

H. Home occupations complying with the provisions of Chapter 18.78

SECTION SEVEN. Amendment of Section 18.33.040 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.33.040 is amended to include the following Subsection G, after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION EIGHT. Amendment of Section 18.36.060 of the County Code to clarify that Home Occupations are a permitted as Accessory Use.

Section 18.36.060 is amended to include the following Subsection G after Subsection F:

G. Home occupations complying with the provisions of Chapter 18.78

SECTION NINE. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this ordinance would be subsequently declared invalid or unconstitutional.

SECTION TEN. Effective date.

This Ordinance shall take effect and be in full force and effect thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption thereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code

Section 25124(b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board voting for and against same.

PASSED AND ADOPTED this 8th day of January 2013, by the following vote of the Inyo County Board of Supervisors:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Marty Fortney, Chairperson

ATTEST: Kevin Carrunchio
Clerk to the Board

By: _____
Patricia Gunsolley, Assistant

For Clerk's Use Only:
AGENDA NUMBER

30

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: Marvin Moskowitz, Director, Environmental Health Services

FOR THE BOARD MEETING OF: **December 18, 2012**

SUBJECT: Revised Environmental Health Permit Fee Ordinanace

DEPARTMENTAL RECOMMENDATION:

Request Board enact an ordinance entitled "An Ordinance of the Board of Supervisors of the County of Inyo, State of California, repealing Inyo County Ordinance number 1132 , repealing Chapter 7.52 of the Inyo County code and enacting a new Chapter 7.52 of that code relating to service and permit fees of the Inyo County Department of Environmental Health Services". It is recommend that the fee schedule be modified in two categories: water laboratory and retail food fees as pertains to community events, temporary food facilities and the newly established cottage food industry, and that the annual 3% fee increase be replaced with future increases based on the All California Fiscal Year Averages CPI-U.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:

On November 20, 2007, the Board approved the staff recommendation to amend the existing Environmental Health permit fee ordinance to increase all revenues from fees by approximately 25%, with a 3% annual increase adjustment every January 1, beginning on January 1, 2009. The Board also directed staff to bring this ordinance back to the Board of Supervisors in five years for re-examination to determine if any modifications need to be made to the current fee schedule ordinance. As outlined in the Fact Sheet included in your Board's packet, the proposed Ordinance does not result in an increase in fees and, in fact, decreases certain fees. The Ordinance establishes other fees, such as the required Cottage Food permit fees, in order that the County complies with the recently enacted legislation which mandates the issuance of Cottage Food permits effective January 1, 2013. The annual 3% fee increase has been replaced with increases tied to the All California Fiscal Year Averages CPI-U based on the recommendation of County Counsel.

ALTERNATIVES:

1) Not adopt proposed ordinance, allowing existing fees and the annual 3% increase to remain the same.
2) Approve the modifications to the fee schedule involving the water laboratory and retail food facilities, but modify the annual fee increase, either by suspending or eliminating the increase, or otherwise changing the annual increase.
3) Maintain the annual 3% fee increase but modify specific fees per Board direction, which is inconsistent with the recommendation of County Counsel to base future increases on the CPI.

OTHER AGENCY INVOLVEMENT:

FINANCING:

The net impact to the General Fund resulting from this action is minimal. The reduction in fees for specified retail food operations will be somewhat offset by the addition of a new food category (cottage foods) revenue source. The change in laboratory fees should not affect overall laboratory revenue.

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: _____ Date_____
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Approved:_____ Date_____
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marvin Moskowitz Date: 12/13/12

APPROVALS	
COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: yes Date 12/3/12
AUDITOR/CONTROLLER:	ACCOUNTING/FINANCE AND RELATED ITEMS (*Must be reviewed and approved by the auditor-controller prior to submission to the board clerk.)* Leslie L. Chapman Approved: ✓ Date 12/5/12
PERSONNEL DIRECTOR:	PERSONNEL AND RELATED ITEMS (Must be reviewed and approved by the director of personnel services prior to submission to the board clerk.) Approved:_____ Date_____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Marvin Moskowitz Date: 12/6/12

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF INYO, STATE OF CALIFORNIA, REPEALING INYO COUNTY ORDINANCE NUMBER 1132, REPEALING CHAPTER 7.52 OF THE INYO COUNTY CODE AND ENACTING A NEW CHAPTER 7.52 OF THAT CODE RELATING TO SERVICE AND PERMIT FEES OF THE INYO COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH SERVICES

The Board of Supervisors of the County of Inyo, State of California, ordains as follows:

SECTION ONE. PURPOSE.

The purpose of this Ordinance is to update the Inyo County Environmental Health Services Department's Schedule of Fees to address recent changes in State food safety regulations, to offer newer, more cost effective water laboratory analytical methods, to promote local retail food production endeavors, and to clarify certain provisions of existing code.

SECTION TWO. AUTHORITY.

This Ordinance is enacted pursuant to the authority given the Inyo County Board of Supervisors by various provisions of California statutes, including: California Health and Safety Code Sections 101325, and 101280 which permits the County to adopt fees to defray its costs to enforce public health statutes when that cost is not met by the fees prescribed by statute; California Health & Safety Code Sections 114365 and 114381, which authorize the County to impose a fee to defray its costs to administer and enforce the California Retail Food Code; California Health and Safety Code Division 20, Chapter 6.5 (commencing with Section 25100), Chapter 6.7 (commencing with Section 25280), Chapter 6.95 (commencing with Section 25500) and Chapter 6.11 (commencing with Section 25404); part 7 of division 104 of the Health and Safety Code (commencing with Section 13700); California Water Code (commencing with Section 13700) and California Constitution, Article XI, Section 7; Health and Safety Code Sections 116340; 116565; 116570;116595; and Public Resources Code Section 43213; and Government Code Section 54985 which permits a county to increase the amount of a fee authorized by State law in order to meet the County's actual cost of providing the service associated with the fee.

SECTION THREE. FINDINGS.

This Board hereby finds, upon the documentary and oral information presented to it in connection with its consideration of this ordinance, that the fees established herein are fair, reasonable, and exceed neither the actual nor reasonable cost to the County of administering and enforcing the various state statutes, regulations, orders, quarantines, and local laws, relating to public health in Inyo County.

SECTION FOUR. COUNTY ORDINANCE 1132 IS REPEALED.

Upon the date that this Ordinance shall take effect, Inyo County Ordinance 1132 shall be repealed, and no longer be of any force or effect. This Ordinance is not intended, and shall not be deemed, to repeal or invalidate any ordinance, resolution, or order adopted by the Board establishing Environmental Health permit inspection and services fees as expressly set forth in this Ordinance.

SECTION FIVE. INYO COUNTY CODE, CHAPTER 7.52 AMENDED.

Inyo County Code, Chapter 7.52, is amended to read as follows:

752.010 Definitions.

As used in this Chapter, the following terms have the following meanings:

"Environmental Health service fee" means the fee paid upon application and annually thereafter for permit, service, and inspection fees to operate or engage in the activities defined in this Chapter, or a one-time fee paid by any person for a plan-check, filing, and/or construction inspections for new construction, expansion, replacement, or modification of any activity as defined in and/or regulated by this Chapter.

"Permit" means the public health permit required to operate or engage in any activity as defined in or regulated by this Chapter.

"Person" means any natural person, firm, partnership, corporation, association, club, organization, or political subdivision.

7.52.020 Activities Requiring Permits – Payment of Fees.

Except as provided elsewhere in this code or state law, it is unlawful for any person to operate any of the following facilities or equipment, or engage in the following activities as defined in this Chapter, unless that person has first applied for and obtained the appropriate permit from the Inyo County Department of Environmental Health Services and paid the appropriate permit, inspection, or service fees, unless such fees are waived in accordance with this Chapter:

A. Retail Food & Cottage Food Facilities
B. Septic System installation/repair/abandonment/pumping vehicles
C. Small water systems
D. Well construction/abandonment
E. Integrated waste disposal/transfer facility
F. Commercial or public swimming pool, spa, or hot bath
G. Hazardous materials
H. Body Art

7.52.030 Environmental Health Service Fee Schedule, Annual Adjustments, Waivers.

A. Fee Schedule. Pursuant to Health and Safety Code Section 101325 and 101280 and other statutory authority set forth in this Chapter, there is established the following schedule of fees to be charged and paid for the various services performed and permits issued by the Inyo County Department of Environmental Health Services. The schedule shall be known as the "Environmental Health Services Fee Schedule" and shall be administered in accordance with this Chapter, other relevant provisions of the Inyo County Code, and state law; it shall be adjusted annually in accordance with subsection B of this Section.

B. Annual Adjustments to the Fee Schedule. Commencing on February 1, 2013, and every January 1st thereafter, the Director of Environmental Health Services shall prepare and publish an adjusted Environmental Health Services Fee Schedule, to be effective upon adoption by the Board of Supervisors. This Fee Schedule will reflect an annual cost of living adjustment (COLA) increase based on the All California Fiscal Year Averages CPI-U, which increases shall take effect each January 1st after the issuance of the CPI-U rate. All adjusted fees shall be rounded off, either up or down, to the nearest whole dollar. Every five years, the Director of Environmental Health will consult with the Board of Supervisors in order to determine whether the existing fee schedule is adequate or whether it needs to be revised and/or replaced by adopting a new ordinance establishing a new baseline of fees set forth in this Chapter. The fees set forth below are effective as of February 1, 2013 and are subject to annual (COLA) increases.

C. Waiver. Payment of fees set forth in the environmental services fee schedule may be waived as authorized and set forth in a resolution adopted by the Board of Supervisors.

7.52.040 Fees Related to Retail Food & Cottage Food Facilities.

A. Pursuant to Health and Safety Code Section 11370 et seq. (The California Retail Food Code) every holder of a permit required by the California Retail Food Code or Chapter 7.48 of this code entitled Food Handling Establishments, shall pay the fee set forth below, as adjusted in accordance with Section 7.52.030 (B) before obtaining or renewing any such permit respectively:

B. Annual Operating Permit

1. Restaurants.
    a. Zero to twenty-four seats: $179.00
    b. Twenty-five to fifty seats $216.00
    c. Fifty-one to one hundred seats: $261.00
    d. More than one hundred seats: $290.00

2. Bar only, no prepared food: $175.00

3. Markets w/food prepared on site, i.e. meat market, bakery and/or deli:
    a. One to three thousand square feet:.....$232.00

b. Three thousand one to ten thousand square feet:.....$290.00
c. Ten thousand and one to twenty five thousand square feet.....$406.00
d. More than twenty five thousand square feet: $579.00

4. Markets w/no food prepared on site:
   a. One to five hundred square feet: $115.00
   b. Five hundred one to three thousand square feet: $175.00
   c. Three thousand one to ten thousand square feet: $232.00
   d. Greater than ten thousand square feet: $290.00

5. Produce Stand: $73.00

6. Bakery: $162.00

7. Bed & Breakfast $175.00

8. Other Food Related Activities
   a. Mobile Food Facilities (potentially hazardous food).....$115.00
   b. Mobile Food Facilities (non-potentially hazardous food)..... $73.00
   c. Community Event Organizer Application Fee
      1. Community event, one day.....$100.00
      2. Community event, multiple consecutive days.....$232.00
   d. Temporary Food Facilities: $50.00
      1. Annual Temporary Food Permit.....$150.00
   e. Caterers.....$175.00
   f. Cottage Food Facility
      1. Class A Operation - Direct Sales Only.....$50
      2. Class B Operation - Direct & Indirect Sales.....$146

C. As used in this Section, the following terms have the following meanings:

1. "Community Event" means an event that is of civic, political, public, or educational nature, including state and county fairs, city festivals, circuses, and other public gathering events approved by the Environmental Health Services Department, as described by Health and Safety Code Section 113755.

2. "Food Facility" includes permanent and nonpermanent food facilities including but not limited to: public and private school cafeterias; restricted food service facilities; supervised care facilities; commissaries; mobile food facilities; mobile support units; temporary food facilities; vending machines; certified farmers' markets, cottage food facilities and as otherwise described in Health and Safety Code Section 113789.

3. "Cottage Food Operation" means an enterprise that has not more than the amount in gross sales as permitted by Health & Safety Code section 113758(a), is operated by a cottage food operator with no more than one full-time equivalent non-family member

employee within the registered or permitted area of a home where the cottage food operator resides and where cottage food products are prepared or packaged for direct, indirect or direct and indirect sales to consumers and as otherwise described in Health & Safety Code section 113758.

4. "Food Preparation" means packaging, processing, assembling, portioning, or any operation that changes the form, flavor, or constancy of food, but does not include trimming of produce or as otherwise defined by Health and Safety Code Section 113791.

5. "Market" means a permanent food facility which sells food for retail which may include prepared or non-prepared food.

6. "Mobile Food Facility" means a vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility or other approved source to the consumer as defined by Health and Safety Code Section 11381.

7. "Temporary Food Facility" means a food facility that operates at an approved community event, or is open for business for specific events on a nonregular basis.

8. "Restaurant" means a permanent food facility operating in a permanently constructed structure, including any room, building, place, or portion thereof, maintained, used, or operated for the purpose of storing, preparing, servicing, manufacturing, packaging, or otherwise handling food at the retail level as defined by Health and Safety Code Section 113849.

9. "Bed and Breakfast" means a restricted food service facility that serves food only to its registered guests, that serves only a breakfast or similar early morning meal and no other meals, and that includes the price of food in the price of the overnight transient occupancy accommodation or as otherwise described by Health and Safety Code Section 113893.

10. "Produce Stand" means any permanent or nonpermanent food facility that sells or offers for sale produce or as otherwise described by Health and Safety Code Section 113879.

11. "Potentially hazardous food" (a) food that is natural or synthetic and that requires temperature control because it is in a form capable of supporting the rapid and progressive growth of infectious or oxygenic micro-organisms, the growth and toxin production of clostridium botulinum, or, in the raw shell eggs, the growth of Salmonella enteritidis or otherwise described by Health and Safety Code Section 11387. "Potentially hazardous food" includes a food of animal origin that is raw or heat-treated, a food of plant origin that is heat-treated or consists of raw seed sprouts, cut melons, and garlic-in-oil mixtures that are not acidified or otherwise modified at a

food processing plant in a way that results in mixtures that do not support growth as specified under subdivision (a).

12. "Retail" means the storing, preparing, serving, manufacturing, packaging, transporting, salvaging, or otherwise handling food for dispensing or sale directly to the consumer or as otherwise defined by Health and Safety Code Section 113895.

7.52.050 Fees Related to Recreational Safety.

A. Pursuant to Health and Safety Code Section 101325 and 101280, every applicant for and any holder of a permit to operate a public or commercial swimming pool, spa, or hot bath shall pay the fee set forth below, as adjusted in accordance with Section 7.52.030 (B) before obtaining or renewing said permit, respectively:

1. Public/ Commercial Swimming Pools and Spas:.....$215.00
2. Hot Baths: $108.00
3. Secondary Facilities:
    a. Second and successive pool or spa:.....$85.00
    b. Second and Successive hot bath:.....$30.00

B. As used in this Section the following terms have the following meanings:

1. "Public Swimming Pool" means a pool that is routinely opened to the general public, such as a municipal or city pool.

2. "Commercial Pool" means a pool typically found in a motel, hotel, apartment, or condominium complex that is open to the patrons and guests of such facilities.

3. "Spa" means typically a small sized pool having water elevated in temperature but not exceeding one hundred four degrees Fahrenheit and containing jets for velocity air injection below the water level.

4. "Hot Bath" means a spa without jets or other artificial air injection, which may include naturally occurring hot mineral water that flows through the bath and is not recirculated.

5. "Secondary facilities" means second and subsequent pool, spa, hot bath in any combination at a single common site.

7.52.060 Fees Related to Onsite Waste Water Disposal System.

A. Pursuant to Health and Safety Code Sections 101325 and 101280, every applicant for a permit relating to waste water disposal systems as described below shall pay the permitting fee, service, and inspection fees described below, as adjusted in accordance with Section 7.52.030(B) before obtaining any such permit and/or performing any work thereunder.

B. Permits for Onsite Septic: (These services include but are not limited to, plan checks, site visit, soils morphology, percolation evaluation, incremental and final inspection.)

1. New conventional septic system.....$358.00
2. New Alternative design system.....$502.00
3. Existing system-leachline repair/replacement.....$261.00
4. Septic tank repair/replacement.....$73.00
5. Septic tank abandonment.....$73.00
6. Sewage pumping vehicle, annual permit per vehicle.....$144.00

C. As used in this Section, the following terms have the following meanings:

1. "Conventional sewage disposal system" means the most common type of system utilized when significant adverse environmental conditions are not present; typically a septic tank and leach field system.

2.. "Septic Tanks" means a two compartment tank designed to separate the solids from household waste water allowing only a clarified liquid to be discharged to the leach field.

3. "Leach Field" means a series of one or more gravel filled trenches designed to receive waste water from a septic tank and disperse it for subsurface soil absorption.

4. "Alternative design system" means a more technically complex system designed to provide a higher level of treatment under adverse environmental conditions that would likely result in pollution were a conventional system installed.

5. "Sewage pumping vehicle" means a truck, collection tank and vacuum pumping system designed to remove the contents of septic tanks, grease traps, holding vaults, RV dump stations, chemical toilets, and the like for transport to an approved disposal location.

7.52.070 Fees Related to Water Wells.

A. Pursuant to Health and Safety Code Sections 101325 and 101280, every applicant for a permit relating to construct, repair, modify, improve, abandon, or destroy any well shall pay the following fees described below, as adjusted in accordance with Section 7.52.030(B) before obtaining any such permit and/or performing any work thereunder.

B. Permits Fees. (Includes a plan check, site visit, permit conditions, incremental and final inspection.)

1. Public water system well:.....$431.00
2. Monitoring wells:.....$144.00
3. All other wells (domestic, agricultural, cathodic):.....$358.00
4. Well modification, repairs, improvements or destruction:.....$73.00

C. As used in this Section the following terms have the following meanings:

1. "Domestic well" means a non-public well intended to provide a water source for human consumption.

2. "Agricultural well" means a well designed and intended solely for the irrigation of crops or the watering of livestock.

3. "Public well" means a well serving a public water system, or a state small water system, as defined by The California Safe Drinking Water Act.

4. "Monitoring well" means a well constructed for the purpose of observing or monitoring groundwater condition.

5. The repair and/or replacement of well pumps and related electrical appurtenances, the cleaning, flushing and surveillance of wells, and any other work to a well that does not impact the fundamental nature of the well casing or the well itself, does not require a permit from this department.

7.52.080 Fees for water-related laboratory services.

A. Pursuant to Health and Safety Code Sections 101325 and 116525 et seq., persons requesting or requiring the following services of the Environmental Health Services Department shall pay the following fees as adjusted in accordance with Section 7.52.030(B) in order to receive such services.

B. Water-Related Testing Fees:

1. Colilert P/A:.....$32.00
   1a. Annual Payment for 12 Monthly Routine Samples.....$345.00

2. Colilert 10 tube:.....$48.00

3. Colilert 15 tube.....$52.00

4. Colilert Quantitray.....$40.00

5. Colilert Quantitray 2000.....$43.00

6. MTF, 10 Tube:.....$65.00

7. MTF, 15 Tube:.....$87.00

8. HPC:.....$104.00

9. Hach brom cresol P/A:.....$30.00
9a. Hach + EC/BC Transfer to Confirm.....$10.00

10. Non-emergency after hour lab services:.....$73.00 /hr.
(After hour services will include a minimum of 2-hour charge per day above the regular costs of the analysis to cover overtime staff expenses.)

C. As used in this Section, the following terms have the following meanings:

1. "Presence/Absence (P/A): means a type of bacteriological test that is based upon the respiratory by-products of coliform bacteria causing a pH change within the growth media of the sample bottle. This includes both Brom-cresol and Colilert P/A tests. This type of test provides a non-quantitative result.

2. "Multiple tube fermentation technique (MTF)" means a method of testing water that involves adding portions of water sample to a varying number of ten milliliter tubes which contain a specific growth media.

7.52.090 Fees Related to Small Water Systems.

A. Pursuant to Health and Safety Code Sections 101325 and 116340(c) every applicant for and every holder of an Environmental Health Services Department permit to operate a small water system in Inyo County shall, upon application and annually, respectively, pay the following fees, as adjusted in accordance with Section 7.52.030 (B):

B. Permit to Operate.

1. Permit application fee: new community system:.....$896.00

2. Permit application fee, new non-community system:.....$538.00

3. Permit application fee, new state small system.....$219.00

4. Existing water system, change of ownership:.....$269.00

5. Existing water system, permit modification:.....$447.00

6. Community water system, 15-24 service connections.....$358.00

7. Community water system, 25-99 service connections.....$574.00

8. Community water system, 100-199 service connections.....$718.00

9. Non-community water system.....$502.00

10. State small water system, 5-14 service connections.....$215.00

C. As used in this Section the following terms have the following meanings:

1. "Public water system" means a system for the provision of piped water to the public for human consumption that has fifteen or more service connections or which regularly serves at least twenty-five individuals on a daily basis for at least sixty days out of the year.

2. "Community water system" means a public water system that serves at least fifteen service connections and is used by permanent residents or which regularly serves at least twenty-five permanent residents.

3. "Non-community water system" means a public water system that is not a community water system.

4. "State small system" means a system for the provision of piped water to the public for human consumption and that serves at least five, but no more than fourteen service connections and does not regularly provide drinking water on a daily basis to any average of more than twenty-five individuals for more than sixty days out of the year.

7.52.100 Fees Related to Integrated Waste Management Program.

A. Pursuant to Health and Safety Code Section 101325 and Public Resources Code Section 43213 every operator of a solid waste facility and every person engaged in solid waste handling in Inyo County shall pay the following fees, as adjusted in accordance with Section 7.52.030 (B), before engaging in such operation or handling:

1. Landfills.....$1724.00/year

2. Transfer stations.....$1724.00/year

B. In addition, any person who owns land upon which a closed, illegal, inactive, or abandoned solid waste facility is situated or maintained shall reimburse the Department of Environmental Health Services for all time reasonably expended by it in enforcing any statute, regulation, clean-up order or remediation action with respect to the site at the rate of sixty three dollars per hour.

C. As used in this Section the following terms have the following meanings:

1. "Landfill/disposal site" means a site designed and operated to receive residential, commercial, and/or municipal refuse and process the waste for on-site burial in accordance with the minimum standards of the State of California.

2. "Transfer station" means a site designed and operated to receive residential, commercial, and/or municipal refuse for on-site storage in containers to be transported to an appropriate disposal site on a regular basis.

3. "A closed, illegal, or inactive site" means a site formally used as a landfill or open dump site, but which is now closed and subject to monitoring for indiscriminate or illegal dumping. Also, a site where illegal dumping is occurring without permit or authorization, or a site which is not permanently closed but which is not active and which receives waste infrequently or not at all.

7.52.110 Fees Related to the Regulation of Hazardous Materials (CUPA) Activities.

A. Pursuant to Health and Safety Code Sections 25287(e) and 25404.5 any person who operates a facility in Inyo County at which hazardous materials or wastes are stored, used, generated, or treated or which is otherwise subject to regulation by the local certified unified program agency (CUPA), shall pay the following fees which, except for the State Surcharge Fees to be paid under subsection A of this Section, shall be annually adjusted in accordance with Section 7.52.030 (B), for the CUPA's enforcement of the activities described in subsection (c) of Section 25404 of the California Health and Safety Code:

B. Department of Environmental Health Services (DEHS) Local Certified Unified Program Agency (CUPA) Regulatory Fees:

1. Annual Facility Operating Fees.

a. Base fee,

CUPA facility(no UST, large quantity generator, or treatment) ...$110/facility/year

b. CUPA facility with UST(s).....$330.00 /facility/year

c. CUPA facility large quantity generator.....$202.00/facility/year

d. CUPA facility with treatment..... $202.00/facility/year

e. CUPA facility with a combination of any two or the following activities UST(s), large quantity generator, or treatment...$306.00/facility/year
With all three activities.....$416.00/facility/year

f. CUPA facility with Cal ARP.....$585.00/ facility/year

D. As used in this Section the following terms have the following meanings:

1. "CUPA" means a "certified unified program agency," as described in Health and Safety Code Section 25404 consisting of an agency which, pursuant to a written agreement with the State of California, is required to implement or enforce one or more of the unified program elements described in paragraphs (4) (5) of subdivision (c) of Section 25405 of Health and Safety Code.

2. "Unified program facility" means all public and private land and structures, other appurtenances, and improvements on said land which are subject to the requirements of subdivision (c) of Section 25404 of the California Health and Safety Code.

3. "Hazardous material" means any material that, because of its quantity, concentration, or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment and includes, but is not limited to, any hazardous substance, hazardous waste, or other material which a handler thereof or the CUPA agency has a reason for believing is or would be injurious to the health and safety of persons or harmful to the environment if released into the workplace or the environment.

4. "Hazardous waste" means either the following:

   a. Any waste or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may either (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or reversible but incapacitating illness, or (ii) poses a substantial presence or potential hazard to human health or to the environment when improperly used, treated, stored, transported or disposed of, or otherwise managed; or

   b. A waste which meets any of the criteria for identification of a hazardous waste adopted by the Environmental Health Services Department pursuant to Section 25141 of the California Health and Safety Code.

5. "Underground storage tank" means a tank which stores hazardous materials as described in Chapter 6.7 of Division 20 of the California Health and Safety Code.

6. "Small quantity waste generator" means a small business as defined in Section 14837 of the California Government Code, that generates more than one hundred kilograms but less than one thousand kilograms of hazardous waste per month.

7. "Large quantity waste generator" means a business that generates one thousand or more kilograms of hazardous waste per month.

8. "State surcharge" means an amount of money, determined by the Secretary of the Department of Health on an annual basis pursuant to Health and Safety Code Section 25404.5(b), to meet the necessary and reasonable costs of state agencies in carrying out their responsibilities under Chapter 6.7 of the Health and Safety Code.

9. "Treatment" means any method, technique, or process which changes or is designed to change the physical, chemical or biological character or composition of any hazardous waste or material contained therein, and which removes or reduces its harmful properties or characteristics for any purpose.

10. "CalARP" means The California Accidental Release Program as described in Article 2 of Chapter 6.95 of Division 20, commencing with Section 25531, of the California Health and Safety Code.

7.52.120 Fee for Businesses Conducting Body Art.

A. Pursuant to the California Safe Body Art Act, every applicant for and every holder of an Environmental Health Services Department permit to operate a body art facility in Inyo County shall, upon application and registration, annually pay the following fees, as adjusted in accordance with Section 7.52.030 (B):

1. Registration Fee:.....$ 25.00
2. Facility Permit:.....$121.00

B. As used in this Section, the following terms have the following meanings:

1. "Body Art Facility" means any room, shop, space or vehicle where tattooing, permanent cosmetics, branding or body piercing is performed.

7.52.130 Additional Service Fees

In addition to the permit fees set forth in this Chapter, every applicant for and every holder of any permit described herein, plus any other persons requesting service, shall pay the following fees for the following services of the Environmental Health Services Department:

1. Plan check/construction review.....$73.00/hour
2. Re-inspection time.....$73.00/hour
3. Office hearing $73.00/hour
4. Enforcement actions and activities.....$73.00/hour
5. Extended time (such as requested inspections and additional services/consultations. This does not include routine office or telephone contact. For applications listed above, when base staff time is significantly exceeded, then extended time will be charged up to completion of mandatory review).....$73.00 /hour

7.52.140 Administrative Fees.

A. Copies, up to three copies.....free
B. Copies over three.....$0.25 per copy
C. Late Payment of Fees (over 90 days).....50% of fee
D. Returned Check Fee.....$30.00
E. Fee Refund Request Processing Fee.....$35.00
F. Replacement Permit.....$30.00

SECTION SIX. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the remaining portion of this Ordinance. This Board of Supervisors hereby declares that it would have enacted this Ordinance and every section, subsection, sentence, clause, or phrase hereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

SECTION SEVEN. EFFECTIVE DATE

This ordinance shall take effect and be in full force and effect on February 1, 2013. Before the expiration of fifteen (15) days from the adoption hereof, this Ordinance shall be published as required by Government Code Section 25124. The Clerk of the Board is hereby instructed and ordered to so publish this ordinance together with the names of the Board members voting for or against the same.

PASSED AND ADOPTED this _____ day of _____, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
MARTY FORTNEY, Chairman
Inyo County Board of Supervisors

ATTEST: Kevin Carunchio
Clerk of the Board

By_____

Patricia Gunsolley
Assistant Clerk of the Board

Pw/dg:Ordinance:EnvironmentalFee {2} **10/2/07**

For Clerk's Use Only:
AGENDA NUMBER

31

AGENDA REQUEST FORM
BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☒ Departmental ☐ Correspondence Action ☐ Public Hearing
☒ Scheduled Time for ☐ Closed Session ☐ Informational

FROM: HEALTH & HUMAN SERVICES – Mental Health

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: Enactment of Ordinance establishing fees for the Inyo County Mental Health Program

DEPARTMENTAL RECOMMENDATION:
Request your Board enact Ordinance No. _____ to (1) repeal Ordinance No. 1051, and (2) establish a new Ordinance with the new fee schedule.

CAO RECOMMENDATION:

SUMMARY DISCUSSION:
At your December 11, 2012 Board Meeting your Board conducted a public hearing for the purpose of adopting the above referenced ordinance, waived the first reading, and scheduled the adoption of the ordinance for December 18, 2012. The ordinance will take affect (30) thirty days following Board adoption.

ALTERNATIVES:
Your board could deny this request, and the result would be lower cash flow this fiscal year, which would be recouped a few years later via cost report settlement. Inyo County Mental Health would continue to claim SDMC FFP at its 2002 - board approved rates.

OTHER AGENCY INVOLVEMENT:
Department of Health Care Services

FINANCING:
Short Doyle Medi-Cal - Federal Financial Participation; Realignment & MHSA matching funds increase. Revenues will be deposited in Mental Health (045200), object code Mental Health Medi-Cal (4748).

APPROVALS	
COUNTY COUNSEL:	**AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS** *(Must be reviewed and approved by County Counsel prior to submission to the Board Clerk.)* Approved: — Date: 11.29.12
AUDITOR/CONTROLLER:	**ACCOUNTING/FINANCE AND RELATED ITEMS** *(Must be reviewed and approved by the Auditor/Controller prior to submission to the Board Clerk.)* Approved: _____ Date: _____
PERSONNEL DIRECTOR:	**PERSONNEL AND RELATED ITEMS** *(Must be reviewed and approved by the Director of Personnel Services prior to submission to the Board Clerk.)* Approved: _____ Date: _____
BUDGET OFFICER:	**BUDGET AND RELATED ITEMS** *(Must be reviewed and approved by the Budget Officer prior to submission to the Board Clerk.)* Approved: _____ Date: _____

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Jean Turner Date: 11-29-12

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF INYO, STATE OF CALIFORNIA,
REVISING INYO COUNTY COMMUNITY
MENTAL HEALTH SERVICE FEES

The Board of Supervisors of Inyo County ordains as follows:

Section I: INTENT

Inyo County currently charges mental health fees for mental health services provided by the County. These fees are only charged to those who are able to pay them. These fees were last adopted on February 26, 2002. The intent of this ordinance is to adjust those fees in accordance with Assembly Bill (AB) 1297, which directs the California Department of Health Care Services (DHCS) to reimburse Mental Health Plans (MHP) based upon an approximation of their actual costs. DHCS has determined that a reasonable approximation of the MHP's cost is the calculation of costs using its prior year's certified cost report. DHCS has released an Interim Rate table for Fiscal Year 2012/13 using Fiscal Year 2009/10 cost report. Inyo County Mental Health intends to charge fees in keeping with the designated rates that are set forth by DHCS.

Section II: PURPOSE

The purpose of this ordinance is to adjust fees, based on the rates set forth by DHCS for the provision of mental health services to recover the costs of providing the program.

Section III: AUTHORITY

Welfare and Institutions Code (W&I), Sections 5709 and 5710 authorize the County to charge for mental health services in accordance with W&I section 5720. DHCS considers the rates in the most recently filed certified cost reports as a reasonable means of approximating the County's certified public expenditures. DHCS will claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding the contract upper payment limit that is applied to each MHP.

Section IV: FEES

The County of Inyo Community Mental Health Program fees are hereby established as follows:

INYO COUNTY MENTAL HEALTH SERVICES SCHEDULE OF FEES

MODE OF SERVICE	SERVICE DESCRIPTION	FEE (per minute of service)
Outpatient Services	Mental Health Services	$3.32
Outpatient Services	Therapeutic Behavioral Services	$3.32
Outpatient Services	Medication Support	$5.41
Outpatient Services	Crisis Intervention	$4.66
Outpatient Services	Case Management Brokerage	$2.88

Section V: SERVICE

The activities included within the Service Description are defined in Title 9, California Code of Regulations (CCR), Section 543: Title 22, CCR, Section 51341.

Section VI: UNITS OF SERVICE

The fee for each Service shall be the exact number of minutes used by staff providing a reimbursable services, pursuant to Title 9, CCR, Section 1840.316, and such amendments thereto and superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VII: DETERMINATION OF FEE FOR INDIVIDUAL

The exact amount of the fee charged to each individual for a Service may be less than the maximum fee established pursuant to Section IV and VI herein, subject to the minimum annual fee for service set forth in this Section VII. Such exact fee for an individual shall be determined based upon ability to pay in accordance with the "Uniform Method of Determining Ability to Pay" pursuant to W&I Section 5724 and set forth in DMH Information Notice 98-13, and such amendments and/or superseding documents as promulgated from time to time by the State of California, Department of Health Care Services.

Section VIII: APPLICATION TO DEFINED SERVICES ONLY

This Ordinance shall apply only to the Services expressly designated and defined herein, and not to any other services and associated rates, fees, or charges which the County of Inyo is authorized to charge or collect pursuant to other applicable law.

Section IX: COUNTY ORDINANCE 1051 REPEALED

On the effective date of this Ordinance, Ordinance No. 1051, establishing fees for the Inyo County Community Mental Health Program is repealed.

Section X: EFFECTIVE DATE

This Ordinance shall take effect and be in full force and effect, except as herein limited, thirty (30) days after its adoption. Before the expiration of fifteen (15) days from the adoption hereof, a summary of this Ordinance shall be published once in a newspaper of general circulation printed and published in the County of Inyo, State of California in accordance with Government Code Section 25124 (b). The Clerk of the Board is hereby instructed and ordered to so publish a summary of this Ordinance together with the names of the Board members voting for and against same.

PASSED AND ADOPTED this _____ day of _____, 2012.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Marty Fortney, Chairman
Inyo County Board of Supervisors

ATTEST:
Kevin Carunchio, Clerk of the Board

By:_____
Pat Gunsolley, Assistant Clerk of the Board

FY2012-13 Enclosure 1

County Interim Rate Table for Short-Doyle Medi-Cal Reimbursement

July 1, 2012 through June 30, 2013

Service Function Name	Procedure Code	Mode of Service: CMDC Code	Mode of Service: SDMC Claiming Code	Service Function Code	Time Base	HUMBOLDT (12)	IMPERIAL (13)	INYO (14)	KERN (15)	KINGS (16)	LAKE (17)	LASSEN (18)	LOS ANGELES (19)	MADERA (20)	MARIN (21)	MARIPOSA (22)	MENDOCINO (23)	MERCED (24)
A. 24-HOUR SERVICES		06	05, 07, 08 or 09															
Hospital Inpatient	H2015	05	07, 08, 09	10 - 18	Day	$1,083.74	$1,255.02	$1,255.02	$1,653.39	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02	$1,255.02
Hospital Admin Day	H0046		07, 08, 09	19		$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95	$416.95
Psychiatric Health Facility (PHF)	H2013		05	20 - 29		$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$629.01	$712.46
Adult Crisis Residential	H0018			40 - 49		$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71	$354.71
Adult Residential	H0019			65 - 79		$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01	$173.01
B. DAY SERVICES		10	12 or 18															
Crisis Stabilization (ER)	S9484	10	12, 18	20 - 24	Hour	$72.40	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09	$97.09
Crisis Stabilization (UC)				25 - 29		$97.09	$97.09	$97.09	$147.32	$97.09	$97.09	$97.09	$97.09	$97.09	$134.22	$97.09	$97.09	$71.72
Day Treatment: Intensive (1/2 Day)	H2012	10	12, 18	81 - 84	Hour (use Flat Half Day Rate for units = 3 and <4)	$148.02	$148.02	$148.02	$148.02	$154.60	$148.02	$161.24	$184.64	$148.02	$148.02	$218.27	$131.72	$148.02
Day Treatment: Intensive (Full Day)				85 - 89	Beneficiary Full Day	$207.90	$207.90	$207.90	$207.90	$217.14	$207.90	$226.47	$259.34	$207.90	$207.90	$306.57	$185.00	$207.90
Day Treatment: Rehab (1/2 Day)				91 - 94	Hour (use Flat Half Day Rate for units = 3 and <4)	$90.00	$86.35	$86.35	$86.35	$86.35	$86.35	$94.07	$86.35	$86.35	$86.35	$86.35	$76.84	$86.35
Day Treatment: Rehab (Full Day)				95 - 99	Beneficiary Full Day	$140.48	$134.78	$134.78	$134.78	$134.78	$134.78	$146.83	$134.78	$134.78	$134.78	$134.78	$119.94	$134.78
C. OUTPATIENT SERVICES		15	12 or 18															
Linkage(Case Mgmt)/ Brokerage	T1017	15	12, 18	01 - 09	15 minutes (Billed in One minute increments)	$25.05	$42.90	1 $43.20	$33.00	$26.25	$31.50	$33.75	$36.75	$27.45	$42.90	$45.90	$27.75	$14.10
Mental Health Services (MHS)	H2015 H2017 H0032			10 - 19, 30 - 57, 59		$32.40	$55.35	2 $49.80	$42.60	$33.90	$40.65	$43.65	$47.10	$29.85	$55.50	$59.25	$35.85	$20.10
TBS	H2019			58		$32.40	$55.35	3 $49.80	$42.60	$33.90	$40.65	$43.65	$47.10	$29.85	$55.50	$59.25	$35.85	$20.10
Medication Support	H2010 G8437 H0034			60 - 69		$60.00	$102.30	4 $81.15	$78.75	$62.55	$75.15	$80.85	$92.85	$56.40	$102.60	$109.50	$66.15	$102.60
Crisis Intervention	H2011			70 - 79		$48.30	$82.35	5 $69.90	$63.45	$50.40	$60.60	$65.10	$74.85	$35.10	$82.50	$88.20	$53.25	$31.50

1. 43.20/15 = 2.88
2. 49.80/15 = 3.32
3. 49.80/15 = 3.32
4. 81.15/15 = 5.41
5. 69.90/15 = 4.66

DHCS

TOBY DOUGLAS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services

EDMUND G. BROWN JR.
GOVERNOR

August 22, 2012

MHSD INFORMATION NOTICE NO.: 12-06

TO: LOCAL MENTAL HEALTH DIRECTOR'S
LOCAL MENTAL HEALTH PROGRAM CHIEFS
LOCAL MENTAL HEALTH ADMINISTRATORS
COUNTY ADMINISTRATIVE OFFICES
CHAIRPERSONS, LOCAL MENTAL HEALTH BOARDS

SUBJECT: ELIMINATING THE SCHEDULE OF MAXIMUM ALLOWANCE PER ASSEMBLY BILL 1297

REFERENCE: Welfare and Institutions Code, Section 5720 and 5724, 42 CFR 447.362 and 42 CFR 433.51

EXPIRES: Retain until superseded

Effective July 1, 2012, Assembly Bill (AB) 1297 (Statutes of 2011) directs the Department of Health Care Services (DHCS) to reimburse county mental health plans (MHPs) based upon their certified public expenditures (CPEs) that do not exceed the non-risk contract upper payment limit (UPL) applied to each MHP. The intent of AB 1297 is for DHCS to claim federal reimbursement for each MHP based upon an approximation of its actual cost of providing the services without exceeding its UPL.

The purpose of this information notice is to briefly describe the CPE process, the UPL for each MHP, how the State will provide interim reimbursement to each MHP for specialty mental health services provided after June 30, 2012, and how the State will perform its interim and final cost settlement of specialty mental health services.

Certified Public Expenditures

The following overview of CPE requirements is provided to give MHPs a general understanding of the CPE requirements that are applicable to the specialty mental health services program.

Section 1903(a) of the Social Security Act provides, in part, that the Federal Government shall pay to the State a percentage "of the total amount expended" for

Mental Health & Substance Use Disorder Services
1501 Capitol Avenue, P.O. Box 997413, MS 4000
Sacramento, CA 95899-7413
Phone: (916) 440-7400 Fax (916) 440-7404
Internet Address: http://www.DHCS.ca.gov

providing medical assistance (which includes specialty mental health services).[1] This percentage is referred to as the Federal Medical Assistance Percentage (FMAP).

States may use public funds expended by other units of government for purposes of claiming federal reimbursement for the cost of Medicaid services and activities. Section 433.51 of title 42 of the Code of Federal Regulations provides that the amount expended must be ". . . certified by the contributing public agency as representing expenditures eligible for FFP under this section." Public entities may not certify expenditures that have not yet been made, for example, where the certification is based, in whole or in part, on an invoice or other billing that has not yet been paid. Federal reimbursement with respect to the expenditure certified is paid to the state in accordance with the appropriate FMAP rate. For example, in a state with a 50 percent FMAP rate, if the amount certified is $100, then the claim would be for $50 in FFP (.50 x 100).

DHCS claims federal reimbursement for Medi-Cal specialty mental health services based on public expenditures certified by the MHPs. When a MHP submits an interim claim for reimbursement it should either reflect the MHP's actual cost or a reasonable approximation of the MHP's actual cost. When the claim for reimbursement is for a specialty mental health service rendered by a county owned and operated facility, the MHP is not expected to know its actual cost. The MHP will not know its actual cost until the fiscal year is over and it has completed its cost finding and cost allocation through the specialty mental health services cost report. Consequently, the interim claim for reimbursement of services rendered by county-owned and operated providers will be based upon a reasonable approximation of the MHP's actual cost. An example of a reasonable approximation is the determination of costs based upon the prior year's certified cost report. DHCS will settle these interim payments to actual cost when the MHP files its certified cost report.

When the claim for reimbursement is for a service provided by a contract provider, the MHP is expected to know its interim cost. After a contract provider renders a specialty mental health service to a Medi-Cal beneficiary, it will invoice the MHP for payment. The MHP must pay the provider before submitting a claim to DHCS for federal reimbursement. The interim cost to the MHP is equal to the amount it paid the provider for the service rendered. This cost to the county is the amount the county may certify as its public expenditures as long as the source(s) of funding used to pay the provider is eligible for federal reimbursement. DHCS expects the claim for reimbursement to equal the amount the MHP paid the provider for the service rendered less any funding sources not eligible for federal reimbursement.

[1] 42 U.S.C. § 1396b(a).

Mental Health Plan Upper Payment Limit

MHPs contract with DHCS to provide specialty mental health services to Medi-Cal beneficiaries under a section 1915(b) waiver. That section 1915(b) waiver identifies the contract between DHCS and the MHPs as a non-risk contract. Title 42, Chapter IV, Subchapter C, Part 447, Section 362 of the Code of Federal Regulations (42 CFR 447.362) establishes the UPL for non-risk contracts.

Under the provisions of 42 CFR 447.362, the federal reimbursement paid to MHPs may not exceed the amount that Medicaid would have paid providers under the State plan for the services furnished to Medi-Cal beneficiaries plus the net savings of administrative costs the Medicaid agency achieves by contracting with the MHPs.

DHCS is currently working with CMS to obtain approval of proposed State Plan Amendment (SPA) 09-004 that describes the methodology by which it will determine each MHP's non-risk contract UPL to be applied to reimbursement to each MHP for their expenditures in providing specialty mental health services. The purpose of SPA 09-004, which is expected to be approved for an effective date of January 1, 2009, is to establish the MHP UPL to allow reimbursement under the Specialty Mental Health Services Waiver up to the federal UPL, which will be equal to the sum of total allowable costs less third party revenue for all of the MHP's legal entities. Total allowable costs for each legal entity will likely be equal to the lower of allowable cost or usual and customary charges for the specialty mental health services provided, unless the legal entity qualifies as a nominal charge provider. Total allowable costs for a legal entity that qualifies as a nominal charge provider is equal to the legal entity's allowable cost for the specialty mental health services provided.

DHCS will separately calculate the UPL for each MHP and apply it to the total certified public expenditures at interim settlement and final settlement. At interim and final settlement, the MHP's total CPEs reimbursed must not exceed its UPL.

Interim Claims for Reimbursement

Interim claims for payment of federal reimbursement for specialty mental health services provided after June 30, 2012, will not be limited by the Schedule of Maximum Allowances (SMA). Interim claims for reimbursement of specialty mental health services provided by county owned and operated providers will be limited by an interim rate established for each county. MHPs must submit claims for reimbursement of services provided by contract providers that are equal to the lowest of the amount the county paid the provider, an estimate of the provider's reasonable and allowable cost to provide the service, or the provider's usual and customary charge for the service. MHPs will have the option to establish a countywide maximum allowance to limit interim

claims for reimbursement of specialty mental health services provided by contract providers.

Because the MHPs know their interim cost of services provided by their contract providers, they may claim reimbursement based upon the amount they paid the providers without a maximum rate. Some MHPs may not have the capacity to submit claims for reimbursement based upon their actual costs due to various claiming rules established by the Health Insurance Portability and Accountability Act (HIPAA). To prevent over claiming in these situations, some MHPs may want to limit their interim reimbursement for services provided by contract providers to some maximum rate. The State will be seeking additional information from MHPs to determine which MHPs intend to limit their interim reimbursement for services provided by contract providers and the maximum rates they will establish for services provided by contract providers.

Because the MHP does not immediately know the actual cost of services provided by its county-owned and operated providers, DHCS must establish interim rates that approximate the MHP's cost of providing the service. DHCS will calculate interim rates for each MHP for each Medi-Cal mode and service function that the MHP is certified to provide.[2] DHCS will base the interim rate on the most recently filed cost report trended forward using a cost of living index. All interim claims submitted by a MHP for services provided by its county owned and operated providers will be limited by this interim rate.

To calculate appropriate interim rates for county owned and operated providers for Fiscal Year 2012-13, DHCS will be requesting additional cost information from the MHPs. DHCS will base the Fiscal Year 2012-13 interim rates on the most recently filed Fiscal Year 2009-10 cost report for the county legal entity. DHCS's methodology to reimburse indirect costs in the Fiscal Year 2009-10 cost report is different from the methodology it will use to reimburse indirect costs in Fiscal Year 2012-13. In Fiscal Year 2009-10, indirect costs would have been largely allocated to administration. In Fiscal Year 2012-13, indirect costs will be distributed among administration, utilization review/quality assurance, Medi-Cal Administrative Activities, and direct services. DHCS will be requesting MHPs to provide it with the amount of indirect costs that would have been allocated to each mode and service function reported in the Fiscal Year 2009-10 cost report had the county allocated costs using the same methodology described in DMH Letter 11-01.

Interim Settlement

DHCS will base the settlement of all interim payments on the MHP's CPEs that do not exceed its UPL. The MHP's CPEs for services provided by its county legal entity is

[2] The terms "Medi-Cal mode" and "Medi-Cal service function" are defined in the Specialty Mental Health Services billing and cost reporting protocol.

equal to the county legal entity's reasonable and allowable costs as determined in the county legal entity's specialty mental health services cost report. The MHP's CPEs for specialty mental health services provided by its contract owned and operated providers is equal to the amount it paid its contract providers for the specialty mental health services.

Each MHP's UPL will be equal to the total amount that DHCS would have paid the provider if the provider was reimbursed pursuant to the State Plan. The reimbursement methodology in the State Plan is likely to be limited to the lower of the provider's usual and customary charge or allowable cost for the specialty mental health services provided. The UPL for each MHP will likely be equal to the sum of each provider's usual and customary charge or allowable cost for the services provided, whichever is lower.[3] DHCS will calculate the federal reimbursement due to each MHP based on its CPEs that do not exceed its UPL.

The amount of federal reimbursement due to a MHP as determined in its cost report will continue to be compared to all interim payments made to the MHP. If the interim payments are less than the amount of federal reimbursement determined in the cost report, the MHP will receive a payment for the amount due. If the interim payments made to the MHP are greater than the federal reimbursement determined in the cost report, DHCS will require the MHP to repay the overpayment.

Final Settlement

Within three years after the MHP submits the reconciled cost report, DHCS will settle all payments to the MHP's finalized, audited spending year cost report. If at the final settlement, DHCS determines that the MHP has been underpaid, the MHP will receive a payment for the amount due. If at the end of the final settlement, DHCS determines that it overpaid the MHP, it will require the MHP to repay the overpayment. DHCS will follow federal Medicaid procedures for managing overpayments.

Please contact Charles Anders at (916) 650-6684 or Charles.Anders@dhcs.ca.gov if you have any questions about this information notice.

Sincerely,

Original signed by

Vanessa Baird
Deputy Director

[3] The State will inform MHPs how the UPL will be calculated once CMS approves SPA 09-004.

For Clerk's Use Only:
AGENDA NUMBER
33-34-35
36-37-38
39-40-41
42

AGENDA REQUEST FORM

BOARD OF SUPERVISORS
COUNTY OF INYO

☐ Consent ☐ Departmental ☐ Correspondence Action ☐ Public Hearing

☐ Scheduled Time for X Closed Session

FROM: COUNTY COUNSEL

FOR THE BOARD MEETING OF: December 18, 2012

SUBJECT: ISSUES TO BE DISCUSSED IN CLOSED SESSION

DEPARTMENTAL RECOMMENDATION:

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION [Pursuant to *Government Code § 54956.9(b)(3)]*. – *Significant Exposure to Potential Litigation (one case).*

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - *Coso Finance Partners, Coso Energy Developers, and Coso Power Developers v. Thomas W. Lanshaw, Inyo County Assessor,* Inyo County Superior Court Case No. SICVPT 12-54571.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] - *Center for Biological Diversity, a non-profit public interest corporation; Public Employees for Environmental Responsibility, a national non-profit alliance of local, state, and federal resource professions, v. Inyo County and Inyo County Board of Supervisors,* Inyo County Superior Court Case No. SICVPT 12-53821.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION [Pursuant to Government Code § 54956.9(a)] *PROMINENT SYSTEMS, INC., a California Corporation, v. EASTERN SIERRA ENGINEERING, P.C., a Nevada Corporation; COUNTY OF INYO, a political subdivision of the State of California,* United States District Court for the Central District of California CV12-09083

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Deputy Sheriff's Association (DSA) - Negotiators: Labor Relations Administrator, Sue Dishion, Information Services Director, Brandon Shults, and Planning Director Josh Hart.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Elected Officials Assistant Association (EOAA) - Negotiators: Chief Probation Officer Jeff Thomson and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Correctional Officers Association (ICCOA) - Negotiators:Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code §54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: ICEA - Negotiators: Labor Relations Administrator Sue Dishion, Director Child Support Services Susanne Rizo, and Chief Probation Officer Jeff Thomson.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Inyo County Probation Peace Officers Association (ICPPOA) - Negotiators:CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

CONFERENCE WITH LABOR NEGOTIATOR [Pursuant to Government Code § 54957.6]. - Instructions to Negotiators re: wages, salaries and benefits - Employee Organization: Law Enforcement Administrators' Association (LEAA) - Negotiators: CAO Kevin Carunchio and Labor Relations Administrator Sue Dishion.

APPROVALS

COUNTY COUNSEL:	AGREEMENTS, CONTRACTS AND ORDINANCES AND CLOSED SESSION AND RELATED ITEMS *(Must be reviewed and approved by county counsel prior to submission to the board clerk.)* Approved: ✓ Date 12-12-12

DEPARTMENT HEAD SIGNATURE:
(Not to be signed until all approvals are received) Date: 12-12-12